

General Terms and Conditions Qualification Training and Examination

1. Provider

Provider	ATG s.r.o. (ADVANCED TECHNOLOGY GROUP, spol. s.r.o.)		
Represented by	Ing. Zbyněk ZAVADIL, General Director - statutory		
Located in	Matějská 2416/1, Praha 6, 160 00, Czech Republic		
Listed in register	in commercial register at the municipal court in Prague, department C, insert 8740		
Registration No.	45314772	VAT ID	CZ45314772
hereinafter referred to as the „ Provider “			

2. Introductory Provisions

- 2.1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the relationship between ATG s.r.o. (ADVANCED TECHNOLOGY GROUP, spol. s r.o.) as the Provider or Seller on one side and the Customer or Participant on the other side (hereinafter also collectively referred to as the Contracting Parties) for the purposes of participation in qualification activities (e.g. trainings and examinations) with the Provider (hereinafter referred to as "Qualification" or "Qualification Activities").
- 2.2. The Customer undertakes to receive the provided Qualification Activities in the agreed manner and to duly and timely pay the agreed remuneration for the provided Qualification Activities.
- 2.3. These GTC are valid for all Qualification Activities of the Provider, unless the Contracting Parties agree otherwise in writing.
- 2.4. Any deviations agreed upon between the Contracting Parties take precedence over the provisions of these GTC, provided they have been agreed upon in writing or in another manner that removes any doubts about the mutual intention of the Provider and the Customer to depart from the wording of these GTC.

3. Definitions

- 3.1. For the purposes of these GTC, the following terms shall be understood as:
- 3.2. **Quotation** – a unilateral legal act of the Provider that constitutes an offer for the scope, content, and delivery timeline of the Qualification, based on which the Customer issues an Order. For the purpose of these GTC a Quotation may also be considered as a Quotation.
- 3.3. **Provider** – A T G s.r.o.(ADVANCED TECHNOLOGY GROUP, spol.s r.o.).
- 3.4. **Customer** – a client of the Provider who orders Qualification Activities from the Provider based on the provided Quotation, governed by these GTC (and, if applicable, a supplementary Agreement). The Customer may or may not be a Participant but is authorized to act on behalf of such Participant.
- 3.5. **Employer** – within the meaning of these GTC, a person employing staff who are the subject of Qualification Activities. including outsourced personnel. The Employer, as defined in this Agreement, is typically the Customer.
- 3.6. **Order (Purchase Order, PO)** – a unilateral legal act of the Customer that constitutes confirmation of the Provider's Quotation. For the purposes of these GTC, an Order refers also to a completed and signed binding Application.
 - 3.6.1. **Confirmed Order** – an Order that has been confirmed by the Provider. Unless explicitly stated otherwise, an Order may only be confirmed by the Provider in writing. For the purposes of these GTC, a Confirmed Order refers also to an Invitation to training or examination.
 - 3.6.2. **Binding Order** – an Order that establishes the Provider's obligation to deliver the Qualification Activities. An Order becomes binding only after it has been confirmed by the Provider (see Confirmed Order).
- 3.7. **Qualification Activities** – the subject of performance under these GTC. This typically includes qualification training and/or qualification examinations in accordance with various Qualification Systems.
- 3.8. **Personnel Qualification (Qualification)** – the process of acquiring the skills, abilities, and knowledge required for personnel, including documented training, examination, experience, and vision acuity, necessary for the proper performance of activities at various qualification levels.
 - 3.8.1. **Independent (Central) Qualification** – qualification performed by an independent qualification body / center, for example in accordance with Qualification Standards such as ISO 9712, ISO 20807, or EWF-450 / IAB-041.
 - 3.8.2. **Employer-based Qualification** – qualification performed by the Employer according to internal requirements, guidelines and on specific types of samples and equipment, for example in accordance with the Qualification Standards such as SNT-TC-1A or EN4179 / NAS410.

- 3.8.3. **Qualification System** – a qualification framework governed by a specific Qualification Standard and supplemented by specific requirements of the Certification Body (Independent Qualification), or the Employer’s Written Practice (Employer-based Qualification).
- 3.8.4. **Qualification Standard** – a standard defining the minimum requirements for the Personnel Qualification according to a given Qualification System, for example ISO 9712, SNT-TC-1A, EN 4179 / NAS410, and others.
- 3.9. **Outside Agency** – an individual or a legal entity authorized by the Customer to provide NDT Level 3 services, whose competence to provide such services has been verified by the Customer.
- 3.10. **Written Practice (WP)** – a written qualification specification of the Customer, which describes in detail the requirements for Employer-based qualification and certification of the Customer's NDT personnel, which is in accordance with the given Qualification Standard.
- 3.11. **Certification** – the process of confirming compliance with the qualification requirements of the Certification Body or Employer’s Written Practice for given Qualification System, which leads to the issuance of a Certificate.
- 3.12. **Civil Code** – Act No. 89/2012 Coll., the Civil Code, as amended.
- 3.13. **Business Corporations Act** – Act No. 90/2012 Coll., the Business Corporations Act, as amended.
- 3.14. **Application** – a form for collecting the necessary information about the Customer and the Participant in the Qualification, as well as a declaration by the Customer and the Participant to comply with these GTC.
 - 3.14.1. **Binding Application** – a completed and signed application by the Customer.
- 3.15. **Purchase Price** – the price that represents the remuneration for the Qualification Activities that are the subject of the Order.
- 3.16. **Term of Performance (Term of Fulfilment)** – the date (or period) by which the Provider or the Customer is obligated to fulfill their commitment.
- 3.17. **License** – permission or authorization to use a copyrighted work, which is the Provider's product, primarily for its further transfer (for a fee or free of charge). Unless explicitly stated otherwise in writing (e.g. in an agreement), the Provider does not grant a License to their products (handbooks, question sets, etc.), meaning that the Provider's products may only be used for the Customer's purposes without the possibility of transfer to a third party.
- 3.18. **Equivalent** – with such a similar level that it allows mutual (partial) substitution under defined conditions.
- 3.19. **Qualified** – meeting the requirements set by the relevant authority (e.g., state, client, standard, etc.).
- 3.20. **Registered Office** – the space that the Provider has registered as its registered office in the commercial register. The Provider's registered office also serves as the billing address but is not considered an Operational Facility.
- 3.21. **Place of Business** – a space where the Provider carries out its activities. The Provider's Operational Facilities are the only possible delivery addresses, except for written correspondence, which may also be directed to the Provider's Registered Office.

4. Contact Persons

- 4.1. *Appointment of Contact Persons* – The Customer and the Provider shall appoint contact persons who will communicate and cooperate in the execution of the subject of performance of this Agreement.
 - 4.1.1. Unless the Provider specifies otherwise (e.g. in the Quotation), the Provider's contact person is the person listed as responsible for the specific Qualification Activity on the Provider's website or the person listed on the Application.
 - 4.1.2. The Customer shall specify the contact person for execution in the Binding Application.
 - 4.1.3. The person placing the Order must be competent to make the Order and provide accurate information within the Application.

5. Quotation and Order

- 5.1. *Issuance of a Quotation* – In the Quotation, the Provider will include the information he considers relevant in connection with the Qualification Activities. The Quotation will be delivered to the Customer by mail, electronically, or by phone.
 - 5.1.1. The Application Form for Qualification Activities is also considered a Quotation under these GTC.
 - 5.1.2. *Quotation and GTC* – Unless stated otherwise, the Quotation is governed by these GTC.
 - 5.1.3. *Quotation’s Scope of Validity* – The Quotation is valid only within the scope of the inputs specified in the Quotation. The Provider assumes no responsibility for any additional requirements not included in the Quotation. The Customer is obligated to review the scope of the Quotation and, if the Quotation does not align with the request, initiate discussions for changes to the Quotation.
- 5.2. *Issuance of an Order* – The Customer, who agrees with the Provider's Quotation for Qualification Activities, will issue an Order for the provision of the Qualification Activities.
 - 5.2.1. *Application and Order* – A completed and signed Application for training or examination is considered an Order under these GTC.
- 5.3. *Submission of the Order to the Provider* – The Order may be performed in any acceptable written form (email, official order form, application) either electronically or physically. However, certain types of Qualification Activities may require a specific method (e.g. a binding application).

- 5.3.1. The Application (as the Order for NDT personnel training and examinations) must be completed on the official Application form available at www.atg.cz, if such a form (i.e. for the specific type of Qualification Activities) is available on the website.
- 5.4. *Validity of the Order* – The Order is valid only if it refers to the Provider's Quotation in the specified version, does not modify or supplement the terms stated in the Quotation, is issued by the expiration date of the Quotation (or the extended expiration date of the Quotation), and is confirmed by the Provider.
- 5.5. *Order Confirmation* – The Provider is obligated to confirm or reject the Order within 5 calendar days from its submission by the Customer.
- 5.5.1. The confirmation may be made in any written form (by signing the Order, replying to an email, sending an invitation to training or examination, etc.).
- 5.5.2. If the Order is not confirmed within the specified period, it is considered rejected, and a new Quotation must be negotiated.
- 5.6. *Order Placed by Telephone* – In exceptional cases, the Customer may place an Order by telephone. However, the Customer must confirm the telephone Order in writing, either by mail or electronically, within 5 calendar days. If the Customer fails to do so, the Provider is not obliged to consider the telephone Order or its acceptance.
- 5.7. *Rejected Order* – If the Provider considers the information in the Order to be incorrect, inaccurate, vague, or insufficient to determine the content of the Product to which the Order pertains, the Provider is obliged to inform the Customer of this fact before the commencement of the Qualification Activities and specify which details are inaccurate, vague, or insufficiently defined. The Customer is then required to promptly correct the Order. The Order is considered rejected until it is corrected according to the Provider's instructions. Any inability to participate in the Qualification Activities on time due to this issue is not considered a delay on the part of the Provider.
- 5.8. *Prohibition of Quotation Modification* – In accordance with Section 1740(3) of the Civil Code, the Provider excludes the acceptance of an Order that includes additions or deviations from the Offer.
- 5.9. *Conclusion of the Contract* – Anyone who places an Order based on the Provider's Quotation enters into a written Contract that references these GTC or implicitly concludes a contract by the Provider delivering the requested Qualification Activities based on the Quotation (and Order). If the Quotation (and Order) includes a reference to these GTC, which are known to the parties at the time of contract conclusion or are attached to the Quotation, the parties fully accept these GTC in their valid version.

6. Formation, Duration, and Termination of the Contractual Relationship

- 6.1. *Scope of the Contractual Relationship* – The contractual relationship arises within the scope of these GTC unless a separate Agreement is concluded between the Customer and the Provider.
- 6.1.1. The Customer is responsible for all Participants registered by them and assumes full legal liability. The Customer is also responsible for informing the Participant(s) about this document and any other instructions provided by the Provider.
- 6.1.2. The Customer confirms that they are authorized to represent the Participants in matters related to Qualification Activities.
- 6.2. *Establishment of the Contractual Relationship* – The contractual relationship based on these GTC is established:
- 6.2.1. *Establishment of Contractual Relationship via Application* – A contractual relationship is established when the Customer's Application (e.g. for participation in training or an examination) is sent and confirmed by the Provider, and the relationship is established on the date of confirmation of receipt of the (correctly filled-in) Application.
- 6.2.2. *Establishment of Contractual Relationship via Order* – A contractual relationship is established by the submission of an Order by the Customer, which complies with the Provider's Quotation and is confirmed by the Provider, starting from the date of Order confirmation.
- 6.2.3. The completed and signed Application is, for the purposes of these GTC, considered a form of Order.
- 6.2.4. *Establishment of Contractual Relationship via Contract* – The contractual relationship is established by a contract signed between the Provider and the Customer, on the date of the contract's signature by both parties, or on another mutually agreed date.
- 6.2.5. The creation of a broader contractual relationship does not eliminate the obligation to submit the Application if required by the Provider.
- 6.3. *Termination of the Contract* – If the Customer or Provider terminates the contractual relationship, the parties agree to complete any activities already started (e.g., ongoing training) according to the Order. No further Qualification Activities will be initiated.
- 6.4. If the Customer fails to fulfill their obligations or breaches their duties in a substantial manner, in particular, but not exclusively: failing to pay the agreed remuneration even within the additional deadline set by the Provider, repeatedly (i.e., twice or more) canceling a Participant's participation in Qualification activities less than 5 working days before their start, or changing the scope of the Order without the explicit consent of the Provider, the Provider has the right to terminate the obligation and/or contract.
- 6.4.1. *Effectiveness* – The withdrawal becomes effective upon delivery to the other party. Ongoing activities (e.g., ongoing training) will not be completed in such a case.
- 6.4.2. *Compensation for Damages* – Termination of the contractual relationship does not affect the Provider's right to compensation for any damages, including non-pecuniary damages. For the purposes of these GTC, the provision of

§ 1978 paragraph 2 of the Civil Code, which states that the expiration of an additional deadline results in termination of the contractual relationship, is excluded.

- 6.5. *Exclusion of Unjust Enrichment upon Termination of the Contract* – The performance received by the parties during the term of this contractual relationship shall not be regarded as unjust enrichment, and the parties are not obliged to return it to each other.
- 6.6. *Financial Settlement* – The termination of the contractual relationship does not affect the parties' rights to payment of outstanding amounts, default interest, contractual penalties, and compensation for damages, nor other claims they have against each other. The obligations of confidentiality and data protection persist even after the termination of the contractual relationship.

7. Form, Scope and Content of Performance

- 7.1. *Performance Based on the Order* – The performance of Qualification Activities always takes place based on a written Order from the Customer and in accordance with the agreed content, scope, deadlines, and place of performance.
- 7.2. *Possible Languages of Qualification Activities* – Qualification Activities and their documentation or outputs are provided in the English language. Upon agreement, the agreed Qualification Activities and their documentation or outputs may be provided in Russian (or Czech) language, or in a combination of these languages (multilingual).
 - 7.2.1. *Governing Language in Case of Disputes* – The governing language is **English language**.
 - 7.2.2. *Additional Languages* – If third languages are used for the purposes of Qualification Activities, the Provider shall not be responsible for the professional quality of translations or interpretations into languages other than those specified in paragraph 7.2.
- 7.3. *Performance by a Third Party* – The Provider may engage third parties with appropriate professional qualifications.
- 7.4. *Deadline and Scope of Performance* – The Provider proposes the deadline and scope of the delivery of Qualification Activities based on the Customer's requirements, taking into account the Provider's workload, the complexity, and the time demands of the requested activities.
 - 7.4.1. The scope of performance is determined in particular, but not exclusively: by the Qualification System, the type of Qualification Activities, the method, level, sector, technique, prior qualification, number of Participants, and the place of performance.
 - 7.4.2. The Purchase Price is determined by the scope of performance, and in the event of any changes to the scope, the Provider reserves the right to adjust the Purchase Price.
 - 7.4.3. In the event of a unilateral change in the scope of performance by the Customer, especially shortly before or during the execution of Qualification activities, the Provider reserves the right to extend the Term of Performance, suspend the performance until such a change in scope is resolved, and potentially cancel the performance according to the Order. Such postponement, suspension, or cancellation of performance will not be considered as a delay or unlawful enrichment on the part of the Provider.
- 7.5. *Confirmation of Performance to the Customer* – The performance of Qualification activities will be confirmed according to the requirements of qualification systems (e.g. certificate, certificate of participation, examination report, etc.).
- 7.6. *Delivery of Qualification Documentation* – The Provider will deliver to the Customer only such documentation as is necessary for the use of the Qualification or subsequent steps in the Qualification, or documents that are customary in the given case with respect to the nature of the delivered Qualification Activity (e.g. examination date and examination number), only after full payment has been received.
- 7.7. *Exclusion of Liability Due to Insufficient Cooperation* – The Provider shall not be liable for any errors, problems, or potential damage caused by the incompleteness of materials and input information provided by the Customer, including information for the creation of the Quotation. Delivery of incomplete input materials or delays in their submission by the Customer within the agreed deadlines shall not be considered a delay by the Provider in fulfilling the Qualification Activities.
- 7.8. *Place of Performance* – The official place of performance for the Qualification Activities is the Provider's Place of Business at: **ATG, s.r.o., Toužimská 771, 199 02 Prague 9, Czech Republic**, and/or, in specific cases, also **VTP Plzeň, Teslova 1203/3, 301 00 Plzeň, Czech Republic**.
 - 7.8.1. In specific cases (if agreed upon), the performance may also be carried out at the Customer's premises or outside the Provider's and Customer's premises.
- 7.9. *Occupational Health and Safety (OHS) at the Place of Performance* – At the place of performance, the Customer is obligated to comply with the valid safety regulations of the Provider or the property owner respectively.
- 7.10. *Performance Outside the Provider's Premises* – If the performance of Qualification Activities takes place outside the official premises of the Provider, the Customer is responsible for ensuring the agreed conditions for the performance in advance of its commencement.
- 7.11. *Remote Performance Mode* – Qualification can also be provided remotely if the specific Qualification activity allows for it. The relevance is determined by the Provider (or in agreement with the certification body).
 - 7.11.1. Remotely, only activities that are effectively feasible will be provided (e.g., training for the general part of a course). The transfer of materials between the Provider and the Customer will be carried out electronically or by mail.

8. Purchase Price and Payment Terms

- 8.1. *Currency and VAT* – All prices are quoted in EUR and exclude VAT, which will be added according to the applicable legislations in the Czech Republic.
- 8.1.1. *Other Currencies* – By agreement, the price may be set in USD or CZK. The price in another currency may include a contractual exchange rate that takes into account not only the exchange rate between currencies but also related costs associated with using the given currency (e.g., transfer fees, payment delay risks, etc.). This contractual exchange rate is determined by the Provider.
- 8.2. *Pricelist Price* – The price for providing Qualification Activities is governed by the Provider's valid pricelist for the given period (in particular, but not exclusively: for the given calendar year). In case the delivery date is moved to a new period, the Provider reserves the right to change the price of the delivery in accordance with the current pricelist.
- 8.3. *Performance Outside the Provider's premises* – In the case of performance outside the Provider's premises, the Customer agrees to pay the Provider for related overhead expenses (fuel expenses, flight tickets, accommodation, daily allowances, travel time loss, etc.).
- 8.4. *Final Price* – The price in the Provider's Quotation may be final, or (e.g. for cases where the delivery is at the Customer's location) it may be calculated based on real incurred costs (fuel expenses, accommodation, etc.). In such cases, the price for these items may not correspond to the value stated in the Order and Quotation.
- 8.5. *Invoice Due Date* – The due date for the Provider's invoice is **14 calendar days** from the date of issuance, or until **the last working day before the start date of the Qualification activity**, whichever occurs first.
- 8.5.1. *Invoice Due Date Extension* – A longer invoice due date may be agreed upon with the Provider. Provider is entitled to charge an increase in the Purchase Price by a certain percentage (determined by the Provider according to the current cost of money).
- 8.5.2. *Performance Only After Payment* – The Customer is obliged to pay the full Purchase Price (or the full deposit amount on the Purchase Price, depending on the content of the Quotation) before the commencement of the Qualification Activity. The Provider reserves the right to deny the provision of the Qualification Activity to the Customer (or Participant) if the agreed amount is not paid by the start date of the performance.
- 8.5.3. Any costs related to the need to postpone or repeat the performance (training or examination) or order an additional part of the Qualification (missing training days) due to late payment are to be borne by the Customer.
- 8.6. *Types of Invoices* – The type of invoice is determined by the Provider, and invoices can generally be:
- 8.6.1. *Advance invoice* – The Provider may set an advance payment for the Purchase Price up to 100% of the Purchase Price. The Provider is entitled to offset the advance payment against any other claims according to the specific Order and use it to cover any damages or non-material loss in case the Customer withdraws from the Order or contract, terminates the contract, or in case of other unforeseen circumstances resulting in harm or damage caused to the Provider by the Customer (or the Participants on behalf of the Customer).
- 8.6.2. *Partial Invoice* – In justified cases the Provider may issue invoices on partial basis (e.g. when the Quotation is related to a series of Qualification Activities spread to long period, or when Qualification Activities are overlapping fiscal periods).
- 8.6.3. *Final Invoice* – The Provider reserves the right to issue the final invoice after the commencement of the performance (beginning of training, examination) and simultaneously after the full payment of the Purchase Price for the Qualification Activities (or the corresponding advance invoice).
- 8.7. *Invoice Content* – The invoice will include the requirements of a tax document according to Act No. 235/2004 Coll., on Value Added Tax, as amended, and will contain a list/description of the provided Qualification Activities, or partial stages of the Qualification Activities, in the standard template of the Provider. Customizations of the invoice content tailored to the Customer are excluded.
- 8.8. *Invoice Delivery* – The invoice can also be sent electronically (via email) in PDF format.
- 8.9. *Refund of Deposit or Partial Performance* – The paid amount of the advance or final invoice (even in the case of partial performance) is non-refundable.
- 8.10. *Cashless Payment Transactions* – Any payment made by the Customer in favor of the Provider is primarily carried out through cashless payment transactions and is considered paid when the invoiced amount is credited to the relevant bank account of the Provider. In justified cases, cash payments may also be used. The maximum amount for cash payments is determined by legal regulations (Act No. 254/2004 Coll., on the limitation of cash payments, as amended).

9. Rights and Obligations of the Provider

- 9.1. *Professional Care* – The Provider ensures the Qualification with professional care, in accordance with generally binding legal regulations and the known requirements of the Customer.
- 9.2. *Efficiency of Performance* – The Provider commits to working in a manner that ensures the efficiency of performance while adhering to agreed-upon deadlines. The Provider does not assume responsibility for failing to meet deadlines due to obstacles on the Customer's side, force majeure, or other objective adverse conditions (e.g., weather conditions).
- 9.3. *Professional Competence* – Upon the establishment of the contractual relationship according to one of the points in paragraph 6.2, the Provider confirms that it holds all the necessary authorizations that permit it to provide Qualifications according to the approved Orders.

- 9.4. *Personnel Competence* – The Provider will use personnel qualified at the relevant level and in the applicable industry according to the relevant standards, regulations, or the requirements of the Customer for the provision of Qualification activities.
- 9.5. *Documentation of the Process* – The Provider is entitled to document the course of the Qualification Activities in both written and electronic form and subsequently archive these in accordance with paragraph 9.8. The documented process may include in particular, but not exclusively: attendance lists, introductory briefings, code of conductions, training tests, examination tests, rental records, and others.
- 9.6. *Change of performance* – The Provider reserves the right to change the performance that is not in conflict with the applicable requirements of the relevant Qualification System, in particular, but not exclusively: change of the start or end time of classes on individual days, change of a lecturer, change of location (e.g. classroom) of performance, change of equipment or tools used, and others.
- 9.7. *Digital Record* – The Provider is entitled to take photographs, audio, and/or video recordings during the course of the Qualification Activities and use them for the promotion of its other activities (in particular, but not exclusively: for marketing purposes, for demonstration purposes, etc.).
- 9.8. *Archiving of Materials* – The Provider is entitled to archive the data and other materials provided by the Customer. The Customer must allow the Provider to make copies of the data and materials they have provided for the purposes of the Qualification.
- 9.9. *Term of Performance / Term of Fulfilment* – The Provider sets the Term of Performance based on their capacity, either by listing available dates (e.g. for training or examinations) on their website www.atg.cz, where multiple Customers (and their Participants) can register simultaneously, or by agreement with the Customer when the Qualification Activities are customized, in particular, but not exclusively: for a single Customer.
- 9.9.1. The Provider reserves the right to cancel a scheduled date for Qualification Activities as per paragraph 9.9 at any time if there is insufficient enrollment (e.g., for a qualification training), or in the case of unavailability of the instructor or examiner, and if he is unable to secure an appropriate replacement, such as due to sudden illness or injury. The Provider will inform the Customer without undue delay, including providing an alternative date for the Qualification Activities.
- 9.9.2. The payment already made by the Customer for a canceled date of Qualification Activities as per 9.9.1 will be applied to the Qualification Activities of the same scope on the new scheduled date.
- 9.10. *Performance by a Third Party* - The Provider is entitled to use third parties for provision of Qualification Activities. If the Provider uses a third party to fulfill the activities, the Provider is fully responsible for the Qualification Activities provided in this manner, as if they were provided directly by the Provider.
- 9.11. *Right to Remuneration* – The Provider is entitled to full remuneration for the performance of Qualification Activities even in the case where the Customer does not show up (no-show) or only completes part of the originally agreed scope of the Qualification. The cancellation conditions are further addressed in Chapter **Chyba! Nenalezen zdroj odkazů.**
- 9.12. *Intellectual Property* – During the provision of Qualification Activities, the Provider temporarily grants the Customer (or Participant) limited access to documents that are the intellectual property of the Provider. The Customer does not acquire any rights, nor is a license granted for storing, saving, copying, or distributing these documents.

10. Rights and Obligations of the Customer

- 10.1. *Acceptance and Payment* – The Customer agrees to accept the provided Qualification either personally or through the registered Participant and to pay the agreed remuneration for the provided Qualification Activities duly and on time.
- 10.2. *Provision of Cooperation* – The Customer shall provide the necessary personal records of the Participants they represent according to the relevant Qualification Systems, particularly: a completed binding application form, a record of the highest attained education (e.g. university diploma), verification of visual fitness from an ophthalmologist, records of relevant previous Documented Qualifications if available (certificates of training completion, examination results, certificates, syllabi, and programs), and for the purpose of Employer-based Qualification, also the Written Practice of the Employer (if implemented) and provision of all related internal documentation for the performance of NDT activities, which will be part of the Qualification Activities.
- 10.2.1. If the subject of the performance is Employer-based Qualification of personnel and it is provided outside of the Provider's premises, the Customer is further obligated to ensure appropriate cooperation on-site in accordance with the relevant Qualification Standards, in particular, but not exclusively: a suitable location for conducting training and examinations, including practical exercises, appropriate samples for conducting practical training and examinations (if applicable), and suitable functional equipment for conducting training and examinations (according to the required testing techniques where relevant).
- 10.3. *Handling of the Provider's Equipment* – Improper use of the Provider's equipment, devices, and consumables (hereinafter referred to as "Equipment") may result in harm to health or damage to the property of either party (e.g., the magnetic field of MT devices may affect the functioning of electronic devices, including pacemakers, penetrating agents may be highly flammable, exposure to ionizing radiation is harmful to health). Therefore, the Customer is responsible for ensuring that their personnel do not handle the Provider's Equipment without the Provider's consent and do not enter the area where the Services are provided or its immediate vicinity (e.g. controlled area of RT) without the consent and knowledge (or supervision) of the Provider.

- 10.3.1. Given the nature of the services (qualification training and examination of personnel), this paragraph does not apply to situations where the Equipment is used during the qualification training or examination under the supervision of the instructor/examiner or the appointed invigilator of the Provider.
- 10.4. *Ensuring Safe Working Conditions* – Considering that the Labor Code stipulates that the employer is responsible for ensuring safety and health protection at work for all individuals who, with their knowledge, are present at their workplace, in the case of delivering a Product outside of the Provider's premises, the Customer is required to create a safe workplace for the Provider's personnel, where the potential for workplace accidents, injuries, or occupational diseases is minimized as much as possible, in accordance with the basic requirements of the Labor Code and specific laws and regulations, particularly those related to occupational safety and health (OSH).
- 10.5. *Compensation for Damages and Losses* – If the loss or damage is not caused by any of the risks of the Provider, the Customer shall compensate the Provider, its employees, or authorized persons (including third parties acc. to paragraph 9.10) for any losses and damages incurred in accordance with fulfilling their obligations under the contractual relationship, primarily damage to machines, devices, equipment, measuring instruments, and other property of the Provider caused by the Customer or the Customer's Participant.
- 10.6. *Provision of Access* – If the performance is to be carried out outside of the Provider's premises, the Customer agrees to ensure and grant the Provider access to any premises where the agreed Qualification Activities are to be provided. The Customer shall inform the Provider in a timely manner of all the entry rules and ensure the necessary cooperation to comply with them and to ensure smooth performance.
- 10.7. *Provision of Accommodation and Payment* – If the Qualification Activity is provided outside of the Provider's premises for more than one working day (8 hours), or if the travel time to the Customer, including the time spent providing the Qualification, exceeds 12 hours, the parties shall agree on the arrangement for the accommodation of the Provider's personnel.
- 10.7.1. If accommodation is provided by the Customer at their expense, the accommodation shall meet at least the standard of a 3-star hotel and be located near the place where the Qualification Activity is being provided.
- 10.8. If the accommodation is arranged by the Provider, the actual costs will be invoiced to the Customer as part of the settlement for the provision of the Qualification Activities. The Provider will select accommodation in accordance with the standard requirements for a 3-star hotel and at the usual price in the location where the Qualification Activity is being provided.

11. Rights and Obligations of the Participant

- 11.1. *Proper Registration* – Only properly registered participants who meet the requirements for participation in the Qualification according to the relevant Qualification Systems may take part in the Qualification.
- 11.2. *Timely Participation* – The Participant is required to arrive on time for training or examination. In the case of late arrival, the Participant acknowledges that he/she may not be allowed to join the respective Qualification Activity (e.g., examination) and will lose the right to any financial compensation. Lost time, if the Participant is allowed to attend the training or examination, will not be compensated by the Provider. The lack of time compensation is not considered a violation of impartiality among Participants.
- 11.3. *Qualification Codes of Conduct* – The Participant is required to sign the Introductor Briefing, Training, or Examination Code of Conduct (and also attendance) to be allowed to participate in the training/examination. By signing the Training or Examination Code of Conduct, the Participant confirms that he/she have familiarized themselves with the conduct of rules during the training or examination, understand their content, will comply with these rules and all instructions from the Lecturer or Examiner, and understand the consequences of failing to adhere to these rules and instructions.
- 11.3.1. In case the Participant refuses to sign the Training or Examination Code of Conduct and/or the Attendance List, he/she shall not be allowed to attend the training or take the examination.
- 11.3.2. A Participant that constantly interrupts the course of examination, disobeys the rules and instructions of the Examiner on the course of examination, or is obviously ill, shall be expelled from the examination forfeiting right for financial compensation.
- 11.4. *Health and Safety* – The Participant is obliged to follow the health and safety regulations of the location of the Qualification Activity provision at all times, whether at the Provider's premises or outside of it.
- 11.5. *Instructions of the Provider* – During the training or examination, the Participant shall follow the rules of the Training or Examination Regulations and the instructions of the lecturer or examiner.
- 11.5.1. The Participant shall not enter areas that are not part of the Qualification Activities.
- 11.5.2. Participant shall not damage or alter the equipment made available nor their settings, except in accordance with the instructions of the Instructor or Examiner. In the case of a malfunction, he/she shall report it immediately to the lecturer or examiner.
- 11.6. *Use of Prohibited Aids* – During the examination, the Participant is not allowed to use prohibited aids. Forbidden aids during the course of examination include in particular, but are not limited to:
- 11.6.1. Outerwear (coats and jackets and other clothes usually not worn indoors), scarfs, and hats.
- 11.6.2. Personal electronic devices (phones, pagers, tablets, laptops, smartwatches, and similar gadgets)
- 11.6.3. Briefcases, suitcases, backpacks, and other types of bags
- 11.6.4. Personal notes, notebooks, handbooks, study guides, terminology and/or translation directories
- 11.6.5. Food and drink that may spill onto and compromise the answer sheets and/or forms or damage equipment and tools

- 11.7. In justified cases (e.g. when the forbidden aids are religious or comfort aids for impaired Participants, etc.), the Examiner may at his/her own discretion allow use of such aids provided the Participant provides such aids for inspection.
- 11.8. *Fraudulent behavior* – If the examiner suspects fraudulent behavior, he/she may ask the Participant to provide aids and personal belongings in the vicinity of the table where the examination is held for inspection. The Participant that partook in fraudulent behavior shall lose the right to retake the examination for a time period determined by the regulations of the qualification system and/or the relevant Certification Body (usually up to 1 year).
- 11.9. *Copying and Recording* – The Participant is not authorized to request, receive, or store any digital outputs of the Qualification Activities (e.g. handbooks, standards, presentations, etc.) and may not make any digital recordings of the Qualification Activities, whether photographic, audio, or video.
- 11.9.1. Making such copies and/or recordings may be considered a violation of copyright in accordance with section 16 and may be sanctioned in accordance with section 16.3.
- 11.10. *Own Equipment and Tools* – Participants may bring their own equipment and tools to the training or examination. The Lecturer or Examiner (and the certification body if relevant) may allow use of such equipment and tools at their discretion, provided the Participant provides such aids for inspection.
- 11.10.1. The Participant may not lend such equipment and tools to other participants of the Qualification Activity and is fully responsible for their safe operation and any damage that may occur as a result of their use.
- 11.10.2. The Provider not responsible for the safe operation of such equipment, the accuracy of the measured data, any compatibility issues, suitability of the equipment for the given task, nor the ability of the equipment to assess required features of the task.

12. Camera System

- 12.1. For the purposes of protecting the life and health of participants, the Provider's property, and ensuring safe operation, continuous camera recording is carried out in the Provider's designated areas, including classrooms. The areas included in the monitoring are clearly marked. The recording is made 24/7, stored for 14 days, and then automatically deleted. The recording is stored locally on the administrator's server and is not provided to third parties, except as required by law or other regulations.
- 12.2. For training purposes, participants are informed in advance about the recording. If a participant refuses to participate in training with recording, they are allowed to attend alternative training according to the Provider's conditions.
- 12.3. To ensure the safe and impartial conduct of examinations and compliance with the conditions of certification bodies, a video recording of the examination is made. Participants are informed in advance about the recording. Refusal to participate in an examination with recording does not allow for a substitute examination or a refund of the fee to the Client.

13. Sanctions

- 13.1. *Customer's Delay in Payment* – In case of delay by the Customer in paying the invoice, the Provider is entitled to charge the Customer a late payment interest of **0.1%** of the unpaid invoice amount for each day of delay.
- 13.2. *Delay and Suspension of Performance* – During the Customer's delay in payment of the remuneration invoiced by the Provider, or part of it for partial performance, the Provider is not obliged to provide the agreed performance to the Customer until the full payment of the remuneration. In the case where the provision of Qualification Activities has already started, the Provider is entitled to suspend provision of the Qualification Activities until the Customer's obligations are fully paid. The non-provision of Qualification Activities for this reason will not be considered a delay on the part of the Provider.
- 13.3. *Damage to the Provider's Property* – If, during the Qualification Activities, damage is caused to the Provider by the Customer or its employees or authorized persons (i.e., the Participant) intentionally, due to non-compliance with instructions, or as a result of negligence by the Customer's employees or authorized persons (Participants), or by a third party represented by the Customer in the performance, the Customer is obliged to compensate the Provider for the full extent of the damage no later than 3 months from the notification of the damage event.
- 13.4. *Cancellation of the Order* – If the Customer cancels their Order (for qualification training or an examination):
- 13.4.1. **3 to 5 working days (including)** before the start of the Qualification activities, the Customer shall pay the Provider a contractual penalty of 50% of the offered Purchase Price of the Qualification Activities.
- 13.4.2. **2 working days (including) or less** before the start of the Qualification Activities, in case of absence (**no-show**) at the start of the Qualification activities, or cancellation during the ongoing provision of Qualification Activities, the Customer shall pay the Provider a contractual penalty of 100% of the offered Purchase Price of the Qualification Activities.
- 13.4.3. Customer also pays all related costs already incurred for preparation or provision, including costs associated with early termination and all work performed on the Qualification activities up to the moment of cancellation.

14. Force Majeure

- 14.1. Events of force majeure are considered to be those that cannot be influenced by either party, provided they occur after the order of the Qualification Activity and/or the conclusion of the contract and prevent its fulfillment, in particular: strikes, all events beyond the control of both parties, such as epidemics, fires, natural disasters, mobilization, war, uprising, seizure of property, embargoes, general shortage of means of transport, general shortage of input materials and raw materials, etc.
- 14.2. *Postponement of Performance* – In the event of a force majeure occurrence, the Term of Performance specified in the Quotation or contract shall be extended by the duration of the effects of the force majeure.
- 14.3. *Duty to Inform* – The parties are obliged to inform each other in writing of the occurrence of a force majeure event without undue delay, but no later than two (2) working days from the onset of the force majeure event.
- 14.4. *Exclusion of Delay* – In the event of a force majeure occurrence and its proper notification, the affected party shall not be considered in delay with performance for the duration of the force majeure. If the force majeure lasts longer than fourteen (14) calendar days, the parties agree to initiate negotiations on amending the GTC. If the force majeure lasts longer than thirty (30) calendar days, the other party has the right to withdraw from the performance of the obligation. Penalties shall not apply during the force majeure period.

15. Confidentiality

- 15.1. *Confidentiality Obligation* – The Customer and the Participant are required to maintain confidentiality regarding any confidential information they become aware of during the performance of the Qualification activities and shall not disclose such information to any third party.
- 15.2. *Confidential Information* – Regardless of the form in which it is recorded, confidential information includes all information related to the contractual relationships between the parties and their performance (in particular, information about the rights and obligations of the parties, information on pricing and the course of performance), information concerning the parties (such as trade secrets, information about their activities, structure, financial results, know-how), or information that is subject to a special legal regime of handling (such as classified facts, banking secrecy, official secrecy).
- 15.3. *Public Information* – Information that has become publicly accessible during the term of the contractual relationship shall not be considered confidential, provided such disclosure did not result from a breach of the obligation to protect it. This also includes information obtained by one party through means independent of the contractual relationship with the other party, provided that the party is able to demonstrate this, as well as information provided by a third party who did not acquire such information in violation of any confidentiality obligation.
- 15.4. *Breach of Confidentiality* – In the event of a proven breach of confidentiality by the Customer, a contractual penalty of **5 000 EUR** shall apply for each individual breach of the obligation. Payment of the penalty does not limit the Provider's right to claim compensation for any damages incurred.

16. Copyright and intellectual property rights

- 16.1. The documents and outputs provided by the Provider as part of fulfilling these GTC, the Quotation, the Order, or any other agreement (e.g. handbooks, and examination question sets) are considered copyrighted work and are the intellectual property of the Provider.
- 16.2. *Non - Granting of License* – By providing documents and outputs to the Customer or Participant, the Provider does not grant any licenses for the documents and outputs provided or made available as part of the fulfillment of Qualification activities. The Customer or Participant is not authorized to use the documents and outputs beyond the scope for which they were provided or made available by the Provider for the purposes of fulfilling the Qualification Activities.
- 16.3. *Prohibition of Disclosure* – The Customer or Participant is not authorized to transfer or otherwise make available (including, but not limited to: storing and transferring, copying, reproducing, distributing either for remuneration or free of charge, or otherwise alienating) documents and outputs of the Provider, which are subject to the Provider's copyright and intellectual property, to third parties (except for the requirements of supervisory and auditing authorities), unless the Customer has received prior written consent from the Provider. Due to the potential high value of some documents and outputs of the Provider that are intellectual property, in the event of a breach of this obligation, the Customer or Participant is obliged to pay compensation (penalty) in the amount of **20 000 EUR**, in addition to compensating the Provider for any resulting damages.
- 16.4. *Third party rights* – The Provider points out that some parts of these documents may be subject to the copyright of a third party. Unless otherwise stated, all brands, type designations, logos and emblems are protected by copyright and industrial property rights, but may in some cases also include selected images or textual information.
- 16.5. *Reporting misuse* – If documents subject to the intellectual property rights were provided to the Customer or Participant from an entity other than the Provider and/or they suspect misuse of the copyright of this document, they will immediately inform the Provider at **atg@atg.cz** or tel.: **+420 273 037 611**.
- 16.6. *Access to Confidential Information* – By accessing confidential information, the Customer or Participant does not gain the right to handle intellectual property protected by patent, industrial or utility model, copyright, trademark, or any other right to industrial property or other intellectual property.

17. Personal data protection

- 17.1. *Applicable law* – In relation to the processing of personal data of the Participant in the Qualification Activities, the parties are obliged to comply with obligations arising from Act No. 110/2019 Coll. on the processing of personal data, as amended, and Regulation (EU) 2016/67 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR). If personal data is transferred between the parties, an agreement on the processing of personal data will be concluded between the parties. The parties are obliged to instruct their employees or authorized persons, through whom they will fulfill their obligations arising from the contractual relationship, about the obligation of confidentiality and the protection of personal data.

18. Final Provisions

- 18.1. *Governing Law* – The legal relationships arising from the concluded contracts are governed by the Czech legislations particularly the provisions of the Civil Code.
- 18.2. *Dispute Resolution* – Any disputes arising from or in connection with the contractual relationship shall primarily be resolved amicably. If this is not possible, disputes arising from the contractual relationship between the Provider and the Customer, and possibly the Participant, shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by one arbitrator appointed by the President of the Arbitration Court in accordance with the On-line Rules of the Arbitration Court.
- 18.3. *Performance Prior to the Contract* – Performances provided by the Provider to the Customer and accepted by the Customer prior to the effectiveness of this contract shall be considered performance (advance payment for performance) under this contract and are included in the price acc. to the valid pricelist. As well as the Customer actions, such as the provision of cooperation, including the payment of part of the price (advance payment) by the Customer to the Provider, are considered performance (advance payment for performance) under these GTC or the contract.
- 18.4. *Termination of the Contract or GTC* – The termination of the effectiveness of the contract or these GTC or any of their provisions does not affect and the claims arising from defective performance and claims for contractual penalties or compensation for damages remain in effect. The parties are obliged to fulfill everything they agreed upon before the termination of the cooperation or contractual relationship, unless otherwise agreed.
- 18.5. *Transfer of Obligations* – The Customer may not transfer its obligations and claims from the Order or contract, in whole or in part, to a third party without the prior written consent of the Provider. The Customer hereby gives the Provider explicit consent to transfer its obligations or claims from the Order or the contract, in whole or in part, to a third party.
- 18.6. *Legal Successors* – The rights and obligations under this Contract shall be transferred to the legal successors of the Contracting Parties.
- 18.7. *Validity of Provisions* – If any provision of these GTC is, or becomes, void, invalid, or unenforceable, the remaining provisions of these GTC will continue in effect and will not be affected by such invalidity, voidness, or unenforceability. In the part that consists of a void, invalid, or unenforceable provision, the relationship between the parties will be governed by the general provisions of the applicable legal regulations.
- 18.8. *Right to Modify GTC* – The Provider is entitled to update these Terms and GTC unilaterally. The Provider will inform the Customer about the GTC and any changes by publishing them on its website www.atg.cz.
- 18.9. *Validity of GTC* – **These GTC are effective from September 1, 2025.**