



VÚSAPL, a.s., Novozámocká st. 5154/179C,
949 05 NITRA, Slovak Republic
Approved Body by MDV SR, registration No. SK06

Contract No. 102/OI/04/2024 on performing on continuous surveillance of the factory production control in accordance with provision of the Act No. 133/2013 of the Coll. on construction products and on amendments and supplements to certain acts, as amended Concluded pursuant to § 591 and consequent of the Commercial Code No. 513/1991 Coll.

I. Contracting parties:

1. Manufacturer (hereinafter referred to as the “Customer“):

- 1.1 Name, title: Elysee Rohrsysteme GmbH
- 1.2 Address: Wirtschaftspark Straße 3 / 4, A-4482 Ennsdorf bei Enns, Austria
- 1.3 Code OSN AT: 040 VAT reg. No.: ATU69089568
- 1.4 Representative for subject act:
- 1.5 Authorised person: Mr. Bernhard Mair – Authorized Officer,
Phone: 0043 72238270018 E-mail: Bernhard.mair@elysee-rohrsysteme.com
- 1.6 Bank contact:
IBAN: AT95 1500 0007 2136 3927 Swift code:

2. Approved Body (hereinafter referred to as the “Provider“):

- 2.1 Name, title: VÚSAPL, a.s., Approved Body by MDV SR, Registration No. SK06
- 2.2 Address: Novozámocká 5154/179C, 949 05 Nitra, Slovak Republic
- 2.3 Company Id. no.: 34 102 230
- 2.4 VAT Reg. no.: 2020406641
- 2.5 Represented by: Dip. Ing. Dagmar Ledererová
President of top management
Dip. Ing. Danica Červinková phone: 00421/905/448058
Manager of DCaS e-mail: cervinkova@vusapl.sk
- 2.6 Authorised person: Dip. Ing. Patrícia Moravčíková
Head of Certifying body for product certification and
Leader of Authorised Body No. SK06
phone: 00421/948/376701
e-mail: moravcikova@vusapl.sk
- 2.7 Bank contact: Všeobecná úverová banka, a.s., pobočka Nitra
IBAN: SK90 0200 0000 0039 7431 6859
SWIFT (BIC): SUBASKBX

II. Subject –mater of the Contract:

1. Continuous surveillance in accordance with the Act No. 133/2013 of the Coll. on construction products (hereinafter referred to as the “Act“) and on amendments and supplements to certain acts

2. Construction product

2.1 Kind, trade name:

2.2 Type: Compression fittings Elysee Rohrsysteme for use with PE pipes.
from ϕ 16 mm up to ϕ 110 mm, PN 16

2.3 Producer: Elysee Irrigation Ltd., Head office & Factory, 5, Pentadaktylou St.,
2643 Ergates Industrial Area, Nicosia, Cyprus

2.4 Production site: Elysee Irrigation Ltd., Head office & Factory, 5, Pentadaktylou St.,
2643 Ergates Industrial Area, Nicosia, Cyprus

3. Fitness of the construction product for use in construction work

– in accordance with the issued SK certificate No. SK06 – ZSV – 0243

III. Bases for surveillance:

1. Copy of the extract from the Commercial Registry of the Trade Licence
2. Power of attorney issued by the manufacturer to represent at proceeding of conformity attestation.
3. Report of an inspection body on supervising the construction product.
4. Producer’s Quality Management System Certificate and/or report on supervising.

IV. Duties of the Provider:

1. To perform the continuous surveillance in accordance with § 8, § 9, § 11, § 12 and § 29 of the Act. No. 133/2013 of the Coll. on construction products and on amendments and supplements to certain acts.
2. To take sample of a randomly selected product sample at domestic supplier (importer, company’s representative, distributor, seller).
3. To perform audit testing on the randomly selected product sample.
4. To examine the Report of an inspection body on supervising the construction product and the Quality Management System Certificate (and/or report on supervising), which were issued 12 months ago as a maximum and to verify the efficiency of the factory production control.
5. To elaborate a written report on the continuous surveillance result and to hand it over to the Customer within 15 days after accomplishment of audit testing.

V. Duties of the Customer:

1. To create suitable conditions for the Provider for successful fulfilment of the subject – matter of the Contract in accordance with provisions of the Act on constructions products, especially § 8, § 9, § 11, § 12 and § 29.
2. To deliver the Inspection/Audit Report on supervising the construction product issued by an inspection body and the Quality Management System Certificate and/or report on supervising, which were issued 12 months ago as a maximum.

3. To deliver the bases in Slovak language needed for accomplishment of the continuous surveillance and to provide co-operation to the Approved Body in the required extent within performing the surveillance.
4. To make possible the taking sample by the Provider and if needed to provide assistance to the Provider under the sampling and transportation of the samples to a testing laboratory determined by the Provider.
5. To make possible the carrying out of the surveillance exceeding the extent of this Contract, if within the surveillance a non -conformity is found out or if a situation referring to § 11, clause 5 of the Act occurs.
6. To inform the Provider immediately on changes of:
 - a) Manufacture which can influence conformity of the construction product with relating technical specifications (*changes in the product design, manufacture technology, raw materials and semi-products used, etc.*);
 - b) Technical specifications (Slovak technical standards and technical approvals), according to which the conformity of the construction product is attested;
 - c) Property rights, structure or management of the construction product manufacturer that could influence the factory production control.

VI. Term and site of fulfilment:

1. The site of fulfilment is the Provider's registered office. The Provider will start to fulfil his obligations after settlement of the advance payment invoice. The Provider's obligations mentioned in clause IV of this Contract are deemed as fulfilled after sending the written report on the continuous surveillance result and the test report on control testing by registered letter to the Customer's address or after personal handing them over to the authorised representative of the Customer.

VII. Price:

1. The price for performing of the continuous surveillance is 1000 € and is determined in accordance with the Act No. 18/1996 of the Coll. The price includes the costs for carrying out of audit testing and estimated cost related to the sampling. A possible increasing of real cost related to the sampling against the estimated costs will be invoiced additionally.
2. The Customer will settle the advance payment for the continuous surveillance in the amount of 1000 € by transfer to the Provider's bank account within 14 days after delivery of the advance payment invoice.
3. The prices shown in the clauses 1 and 2 do not include costs for examination of possible discrepancies found out in the course of the surveillance. Costs for such examination will be invoiced separately.

VIII. Invoicing:

1. The Provider will issue and send to the Customer and final invoice for performed works within 3 days after the surveillance accomplishment.
2. The Customer will settle the invoiced amount exceeding the paid advance payment by transfer to the Provider's bank account or in cash within 14 days after delivery of the invoice.

IX. Agreement on penalties:

1. If the Customer does not pay the final invoice by the agreed term he will pay to the Provider an interest on the overdue payment in the amount of 0,05 percents per each day of overdue payment.

X. Special provisions:

1. The Customer is entitled to withdraw from the Contract in the case he stops the proceeding on conformity attestation. In such case the Customer is obliged to pay to the Provider all the costs incurred up to the moment of withdrawal from the Contract, if they are higher than the advance payment. In the case that the costs for the work in progress will be lower than the advance payment, the Provider undertakes to return the corresponding difference to the Customer. The financial settlement has to be done within 14 days from delivery of the Customer's notice to the Provider.
2. If the surveillance is interrupted or if a situation occurs according to the article V, clause 5, the new terms and changes in prices will be agreed in an amendment to the Contract.
3. Provisions of this Contract may be changed only by means of written amendments approved by both contractual parties.
4. The Contract is drawn up with two original printouts (1 for the Customer and 1 for the Provider) and becomes effective on the day of signing by both contractual parties.
5. The Customer will confirm the contract draft within 14 days.
6. If the Customer does not send a written statement to the Contract draft within the period of 4 weeks from the day of sending the contract draft, the Provider will consider this Act as the Contract in not concluded and will initiate the proceeding of the certificate of Conformity cancellation.

On behalf of the Customer:

Elysee Rohrsysteme GmbH
Wirtschaftspark Straße 3 / 4
A-4482 Ennsdorf bei Enns
Austria

Date: *11.1.2024*

Elysee Rohrsysteme GmbH

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4482 Ennsdorf

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On behalf of the Provider:

VÚSAPL, a.s.
Novozámocká 5154/179C
949 05 Nitra
Slovak Republic

Date: 10.01.2024

Ing. Danica Červinková
authorized
by Vice-president of top management