

General Terms and Conditions of SŽ – VIT IB

1 GENERAL

These General Terms and Conditions govern SŽ – VIT, d. o. o. inspection body's business dealings with partners and customers/clients, and are stated in every contract or offer made to SŽ – VIT, d. o. o.'s customers, unless otherwise agreed in the contract or the offer concerned.

SŽ – VIT, d. o. o. is Type C inspection body.

2 ENTITY TYPE

SŽ – VIT, d. o. o. inspection body (hereinafter: SŽ – VIT IB) is a part of SŽ – Vleka in tehnika d.o.o., which is a juridical person (legal entity). SŽ – VIT is registered with the District Court in Ljubljana under entry number 1/25961/00, and is listed in the companies' register. The company's identification number is 5865824.

3 REGISTERED OFFICE

The activities of SŽ – VIT IB are spread across four different locations.

The company's registered office is at Zaloška cesta 217, SI-1000 Ljubljana; its activities are carried out at the following locations:

- SŽ – VIT, d. o. o., Ljubljana Location, Zaloška 217, SI-1000 Ljubljana
- SŽ – VIT, d. o. o., Dobova Location, Ul.15. Aprila 23, SI-8257 Dobova
- SŽ – VIT, d. o. o., Maribor Location, Kurilniška 8, SI-2000 Maribor
- SŽ – VIT, d. o. o., Ptuj Location, Osojnikova 6, SI-2250 Ptuj

The table below indicates the locations where a particular type of inspection is carried out:

#	Equipment under inspection	Location				
		Ljubljana	Dobova	Maribor	Ptuj	In the field
1	Compressed air pressure vessels	X	X	X	X	X
2	Pressure vessels for railway rolling stock according to Annex G and H of SIST EN 286-3 and 286-4	X	X	X	X	X
3	Safety equipment – safety relief valve, inspection of equipment settings and functionality	X	X			
4	Portable tanks for the carriage of dangerous goods by rail according to RID		X		X	

4 CONTACT:

Website: www.sz-vit.si

E-mail: kontrolni.organ@sz-vit.si

5 BUSINESS HOURS

SŽ – VIT, d. o. o.'s offices are open 7.00 to 15:00 from Monday to Friday.

6 QUERIES

Queries to SŽ – VIT, d. o. o. can be made by e-mail or sent by postal mail to the relevant address.

The terms of service and documents to be provided in advance by the client are agreed with the client before preparing an offer.

7 REQUESTING SERVICES

Following a request for service, a written offer is prepared and sent to the address stated in the request.

Service fees are determined according to SŽ – VIT IB's tariff list, and are VAT-exclusive.

The parties enter into a contract, which states the volume and type of inspection work and any special conditions pertaining to the requested service(s).

The contract may be cancelled in a period of time specified therein, while an order for services must be cancelled at least five days before the specified time of service performance.

Type of work:

The inspection body is qualified and accredited to carry out inspections on the following rail equipment:

- compressed air pressure vessels – initial, periodic and unscheduled inspections according to Article 17 of the Rules on the examination and testing of pressure vessels (OG of RS 92/2008);
- pressure vessels for railway rolling stock according to Annex G and H of SIST EN 286-3 and 286-4;
- safety equipment – safety relief valve (inspection of equipment settings and functionality);
- portable tanks for the carriage of dangerous goods by rail in line with RID – tank wagons (periodic inspection of tanks while in service, unscheduled and intermediate inspections according to the Regulations concerning the international carriage of dangerous goods by rail.

The procedures of work applied by SŽ – VIT IB are approved by the Slovenian Accreditation Board, and are listed in an annex to the accreditation document available on <http://www.slo->

akreditacija.si/?s=K-105&post_type=lpacreditation.

8 DUTIES OF THE CUSTOMER

The client shall make sure that the equipment concerned shall be in a condition suitable for inspection.

In the event that SŽ – VIT IB itself has to make the equipment suitable for inspection, this shall be charged separately.

The client shall furnish the inspection body with the following documents:

- with respect to compressed air pressure vessels, fired or otherwise heated pressure equipment, and safety equipment – the documents required under the Rules on the examination and testing of pressure vessels (Official Gazette of RS No 92/08).
- with respect to portable tanks for the carriage of dangerous goods by rail – the documents required under to Point 1.8.7.7.4 of RID.

9 WARRANTIES

The inspection body warrants as to the results of its inspection, but makes no warranties concerning the condition of the equipment during use.

10 PAYMENT

On completion of the inspection, the service is billed and payable in fifteen days following the date of invoice.

If any payment is not paid when due, the client shall be charged the statutory late interest.

The time frame for rejecting an invoice is limited to eight days following the invoice receipt.

After this period, rejection is no longer possible.

11 CONFIDENTIALITY AND NON-DISCRIMINATION

The inspection body shall treat as confidential all information relating to the equipment under inspection. The inspection body shall not disclose such information to third persons without a written consent of the owner or the party ordering the inspection. No consent is required when disclosure of confidential information is made to the appropriate ministry or to the Slovenian Accreditation Board. Access to customer information is limited to the inspection body's in-house staff and contracted third parties whose nature of work necessitates knowledge of such information. Both the inspection body's in-house staff and the contracted third parties shall sign a "Non-Disclosure Agreement Concerning Customer Information" so as to prevent disclosure of information to third parties and ensure protection of intellectual property.

The inspection body shall supply services to all clients under the same conditions and shall

not discriminate in any manner, and shall maintain impartiality in its decisions.

The inspection body shall treat as confidential any information concerning its customers and shall protect their intellectual property rights.

All information received from, and sent to, the client is confidential and shall be subject to all applicable procedures and instructions concerning record-keeping and document exchange.

Disclosure of information:

- information concerning inspections shall be disclosed exclusively to the entity ordering the work;
- information concerning checks shall be disclosed exclusively to the entity ordering the work and to national authorities;
- a record is kept of the requests concerning information (written-only) made by the entity ordering the work;
- information concerning inspection shall not be disclosed in spoken form.

The inspection body did not identify any type of confidential information which would necessitate disclosure to third parties.

Information concerning the ordering entity obtained from sources other than the entity itself shall be treated as confidential.