

1. Ovim Ugovorom regulišu se prava i obaveze podnosioca Zahteva za etaloniranje - korisnika usluga (u daljem tekstu: Korisnik) i Istraživačko-razvojnog centra SENIS A.D. iz Niša (u daljem tekstu: SENIS) u postupku etaloniranja merne i ispitne opreme.
1. This Agreement regulates the rights and obligations of the Applicant-User of Service (hereinafter: the User) and the Research and Development Center SENIS A.D. based in Niš (hereinafter: SENIS) in the process of calibration of measuring and testing equipment.
2. Navedenim Ugovorom SENIS se obavezuje da stručno, nepristrasno i objektivno obavi etaloniranje merne i ispitne opreme, u skladu sa propisanim postupkom.
2. By the said Agreement, SENIS undertakes to perform the calibration of measuring and testing equipment in a professional, unbiased and objective manner, in accordance with the prescribed procedure.
3. Korisnik se obavezuje da SENIS-u plati izvršenu uslugu, prema ugovorenoj ceni u roku navedenom u predračunu. U ime i za račun korisnika, uslugu može platiti i treće pravno ili fizičko lice, saglasno članu 453. ZOO. SENIS može zahtevati da se plaćanje usluge iz ovog Ugovora izvrši pre početka postupka etaloniranja merne i ispitne opreme.
3. The Customer undertakes to pay SENIS the service provided, at the agreed price within the time limit specified in the proforma invoice. On behalf of and for the account of the user, the service may also be paid by a third legal or private person in accordance with Article 453 of the Law on Trade. SENIS may require that payment for the service under this Agreement be made before the calibration process for measuring and testing equipment begins.
4. U postupku realizacije Zahteva za etaloniranje zaposleni u SENIS-u, kao i ostali učesnici koji su u njemu angažovani, dužni su da poštuju odredbe opštih akata SENIS-a o čuvanju poslovne tajne, smatrajući poverljivom svaku informaciju (osim ako je dogovoreno sa korisnikom da se informacija objavi) primljenu u vezi sa Zahtevom za etaloniranje. SENIS će unapred informisati korisnika o informacijama koje se odnose na korisnika koje želi da učini javno dostupnim, što će biti predmet posebnog anexa ovom ugovoru.
4. In the course of the Request for calibration employees of SENIS, as well as other participants engaged in it, are obliged to respect the provisions of general acts of SENIS on confidentiality, considering as confidential any information (unless agreed with the user to release the information) received in connection with the Request for calibration. SENIS will inform the user in advance of information pertaining to the user that he wishes to make publicly available, which will be subject to a separate annex to this agreement.
5. Vlasnik predmeta etaloniranja obavezuje se da ni na koji način neće pokušati da utiče na rezultate etaloniranja. Laboratorija ne izdaje izjavu o usaglašenosti po tački 7.1.3 standarda ISO 17025:2017. Ukoliko je nezadovoljan izvršenom uslugom korisnik može uložiti prigovor ili žalbu, u pisanoj formi, SENIS-u u roku od 15 dana od dana izvršenja usluge. Podnošenje prigovora obavlja se po proceduri DO.140.13 Rešavanje prigovora, koja se dostavlja korisniku u periodu ugovaranja posla.
Razmatranje prigovora i žalbi i odlučivanje po njemu vrši nadležni organ u SENIS-u.
5. Owner is obligated not to interfere on any way in process of calibration as well to have any kind of impact on calibration results-certificate. Laboratory is not issuing conformity certificate according to 7.1.3 / ISO 17025:2017.
If he is dissatisfied with the service provided, the customer may file an objection or complaint, in writing form, to SENIS within 15 days from the day the service was performed. Submission of the complaint is done according to the procedure DO.140.13 Resolving the complaint, submitted to the user during the contracting period.
The competent authority at SENIS shall consider and decide on complaints and appeals.
6. Laboratorija je dužna da uslugu izvrši u roku koji ne može biti duži od 2 (dva) meseca računajući
6. The laboratory shall be obliged to perform the service within a period not exceeding 2 (two) months,

od dana prihvatanja Zahteva za etaloniranje.

7. Ukoliko postoje nedostaci na uređajima korisnika koji su predmet usluge (etaloniranja), SENIS je dužan da o tome pisanim putem obavesti korisnika i to u roku od 7 (sedam) dana od dana utvrđivanja nedostataka. Korisnik je dužan da uočene nedostatke otkloni u roku koji ne može biti duži od 1 (jednog) meseca.
8. Korisnik prihvata da SENIS u sertifikatu izmeni naziv, tip uređaja i proizvođača, ukoliko, iz bilo kog razloga, ove činjenice nisu pravilno upisane u Zahtev za etaloniranje.
9. Korisnik je dužan da etaloniranu opremu (uređaj) preuzme, u roku od 15 (petnaest) dana od dana završetka postupka. Ukoliko korisnik ne preuzme ili ne želi da preuzme opremu(uređaj) u navedenom roku, o toj činjenici dostaviće SENIS-u pisanu izjavu. SENIS je dužan da čuva opremu(uređaj) 6 meseci računajući ovaj rok od dana završenog etaloniranja. Nakon ovog roka, oprema(uređaj) će se smatrati napuštenom pokretnom stvari od strane vlasnika, te SENIS stiče pravo svojine na opremi(uređaju), saglasno odredbama člana 32. i 46. Zakona o osnovama svojinskopravnih odnosa.
10. Ugovorne strane mogu sporazumno raskinuti ovaj Ugovor.
Ukoliko je korisnik izvršio plaćanje usluge pre početka postupka etaloniranja, a Ugovor bude raskinut, SENIS će izvršiti obračun troškova učinjenih od dana zaključenja Ugovora do dana sporazumnog raskida Ugovora, odnosno do dana prijema pisane izjave o raskidu Ugovora i eventualnu razliku vratiti korisniku u roku od 15 (petnaest) dana.
Ukoliko korisnik nije izvršio plaćanje usluga pre početka etaloniranja opreme (uređaja), ili je delimično platio uslugu, a ovaj Ugovor bude raskinut, dužan je da plati odustanicu u visini učinjenih troškova SENIS, od dana zaključenja Ugovora do dana sporazumnog raskida Ugovora, odnosno do dana prijema pisane izjave o raskidu Ugovora, i to u roku od 15 (petnaest) dana od dana prijema obračuna - fakture SENIS-a.

counting from the day the Request for calibration was accepted.

7. If there are defects on the devices of the user that are the subject of the service (calibration), SENIS is obliged to notify the user in writing form within 7 (seven) days from the day of defect determination. The User is obliged to remedy the identified deficiencies within a period not exceeding 1 (one) month.
8. The user accepts that SENIS in the certificate changes the name, type of device and manufacturer, if, for any reason, these facts are not correctly entered in the Request for calibration.
9. The user is obliged to collect the calibrated equipment (device) within 15 (fifteen) days from the day of completion of the calibration process. If the user does not collect or does not wish to collect the equipment (device) within the specified time limit, he / she will submit a written statement to SENIS about this fact. SENIS is obliged to store the equipment for 6 months, counting this period from the date of completion of calibration. After this deadline, the equipment (device) will be considered abandoned movable property by the owner, and SENIS acquires ownership of the equipment (device), in accordance with the provisions of Articles 32 and 46 of the Law on the Basics of Property Relations.
10. The Contracting Parties may terminate this Agreement by mutual agreement.
If the user has paid for the service before the start of the calibration procedure and the Contract is terminated, SENIS will calculate the costs incurred from the date of conclusion of the Agreement until the date of the agreement's termination, or until the date of receipt of the written statement of termination of the Contract and any difference return the user within 15 (fifteen) days.
If the user has not paid for the services prior to the beginning of calibration of the equipment, or partially paid for the service and this Agreement is terminated, he is obliged to pay the SENIS withdrawal costs, from the day of the conclusion of the Agreement until the date of the agreement termination, or until the date of receipt of the written statement of termination of the Contract, within 15 (fifteen) days from the date of receipt of the invoice - SENIS.

11. Za sve što nije predviđeno ovim Ugovorom primenjivaće se odredbe ZOO.
12. U slučaju eventualnog spora strane ugovornice će pokušati da spor reše sporazumno, a potom kod nadležnog suda u Nišu, Republika Srbija.
13. Ovaj Ugovor se zaključuje na 1 (jednu) godinu i važi za sve podnete Zahteve za etaloniranje opreme (uređaja) korisnika usluga tokom važenja istog ugovora. Sastavni deo ovog Ugovora čine svi Zahtevi za etaloniranje korisnika koji su podneti tokom trajanja istog.
14. Ovaj Ugovor sačinjen je u 2 (dva) istovetna primerka, od kojih svaka strana ugovornica zadržava po (1) jedan primerak za svoje potrebe.

11. The provisions of the ZOO shall apply to anything not provided for in this Agreement.
12. In the event of a dispute, the Contracting Parties shall endeavor to settle the dispute by mutual agreement and subsequently before the competent court in Niš, Republic of Serbia.
13. This Agreement is concluded for 1 (one) year and is valid for all Request for calibration of equipment (devices) of service user during the validity of the same contract. An integral part of this Agreement is all user Request for calibration submitted during the term of this Agreement.
14. This Agreement is made in 2 (two) identical copies, of which each Contracting Party retains (1) one copy for its own purposes.

Datum / **Date:**

Korisnik usluga / **Client**

Kompanija / **Company Name** :

Ugovarač (Ime i prezime), funkcija / **Contractor (Name, surname), position in company:**

.....

(MP) / **(place for stamp)**

Potpis / **Signature:**

Izvršilac usluga / **Service provider**

Kompanija / **Company Name** : IRC SENIS A.D.

Ugovarač (Ime i prezime), funkcija / **Contractor (Name, surname), position in company:**

.....

(MP) / **(place for stamp)**

Potpis / **Signature:**