

AGREEMENT about the use of test reports

between

ALU KÖNIG STAHL GmbH (hereinafter „AKS“)	KRONEX EURO ALU PLAST DOO Customer (hereinafter „customer“)
Goldschlagstraße 87-89	Street DMITRIJA TUČOVIĆA 42
1150 Vienna	Place 32300 NOVI PAZAR
Austria	Country SERBIA

First name	Second name	Personalised mail address	AKS TechnikAktuell		
			Schüco Alu	Jansen Steel	Schüco PVC
ELMAZ	DOLOVAC		☒	☒	☒

In case of further users, please use two pages. Please mark used product areas with x.

I. Use of initial type test reports as part of the CE marking

- 1) As a license partner of Schüco KG ("Schüco") and Jansen AG ("Jansen") AKS is the owner of test documents and the contents contained therein.
- 2) AKS assures that for Schüco and Jansen system products initial type tests according to the product standards EN 14351-1, EN 13830, EN 12101-2 and further important standards have been carried out by notified bodies. The results of the initial type tests are documented in corresponding product passes, product performance passes and other test reports and expert opinions ("test documents").
- 3) AKS transfers to the named employees of its customers the revocable and non-exclusive right at any time to print test reports and to save them to the necessary extent on in-house personal computers. Any modification, transformation, division / separation, duplication or passing on of the test documents is not allowed, unless it is expressly allowed in the following.
- 4) AKS transfers to the above mentioned employees of its customers the revocable and non-exclusive right to use these test documents as part of the CE marking and / or conformity procedure in accordance with the product standards specified above for a window, front door or façade elements manufactured by the customer from Schüco / Jansen components.
- 5) The test documents may only be used by customers within the framework of the CE marking / conformity procedure if the customer applies the processing and assembly procedures and processing specified in the current Schüco / Jansen processing catalogues and any separate additions and additions to the production of the elements and installation guidelines, as well as exclusively the components supplied by AKS and used in the initial type testing of Schüco / Jansen.
- 6) If elements manufactured by the customer deviate in any form (for example in terms of size, materials use or dimensioning) from the elements used in the initial type testing of Schüco, then the responsibility lies in the decision as to whether and to what extent for these modified elements a new, own initial type test required by the CE marking or conformity procedure, or whether the results of test documents or other further tests by Schüco / Jansen or AKS can be used, exclusively by the customer.

- 7) If materials are used that were not used in this form during the Schüco / Jansen / AKS initial type test, AKS withdraws the provided test documents. The CE certificates issued by the customer thus lose their validity. Any claims for damages, warranty claims and warranty claims of the customer and its customers with respect to the components supplied by AKS expire in this case.
- 8) AKS refuses to overtake liability for the accuracy of test documents or their content. Independent test institutes draw up all test documents. These are responsible for them.
- 9) AKS and the customer agree that the use of test documents does not replace expert advice.
- 10) AKS does not guarantee that window, door or façade elements produced by the customer are conform to the standards stated above. We note that CE marking and conformity procedure, additional requirements such as Factory Production Control (FPC) must be done on the customer's responsibility. We also refer to the requirement for a certificate of conformity per system.
- 11) The persons listed on page 1 of this document are entitled to access our online test certificates. Only personalized e-mail addresses are permitted.
The customer warrants both having obtained approval from the named users using the data and to receiving electronic messages.
- 12) The product area entries Alu | Steel | PVC on page 1 correspond to the categories of our AKS TechnikAktuell Services, with which we inform online about technical changes of our systems. They are connected with the use of our test reports.

II. General terms

- 1) Verbal side agreements to this agreement do not exist. Changes and additions to this agreement must be made in written form. This also applies to the removal of the written form requirement.
- 2) This agreement is governed by material [Austrian] law and excludes referential standards of international private law.
- 3) For all disputes arising from this agreement, including those relating to its formation or annulment, the jurisdiction of the [Austrian] court, competent for [1010 Vienna] in commercial matters is agreed.
- 4) Should one or more specifications of this agreement be ineffective for reasons not stated at the time of the agreement, this shall not affect the validity of the remaining specifications. In the event of gaps in the agreement or in case of invalid individual specifications the parties to the agreement are obligated to agree an regulation, which corresponds as best as possible to the purpose of the agreement.

ALUKÖNIGSTAHL GmbH



 Place: Date: 02.02.2023

Fa. Kronex August Doo


 Place: Novi Pazar Date: 02.02.2023