

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF LABORATORY AND OTHER PROFESSIONAL SERVICES OF THE INSTITUTE OF METROLOGY OF BOSNIA AND HERZEGOVINA



Sarajevo, 12.02.2026.

1. INTRODUCTORY PROVISIONS

- 1.1 The Institute of Metrology of Bosnia and Herzegovina (hereinafter: the Institute) is an independent state administrative organization which, in addition to performing tasks within the scope of public administration bodies, engages in scientific research activities and performs professional tasks in the field of metrology.
- 1.2 The Institute provides services in accordance with the applicable laws, by-laws, and other binding regulations, as well as in accordance with the provisions of this document, unless expressly stipulated otherwise by a special contract concluded in compliance with the law.
- 1.3 The general terms and conditions of service users that are contrary to the General Terms and Conditions of the Institute shall not apply in the process of providing the requested service.
- 1.4 The General Terms and Conditions are publicly available on the Institute's website: www.met.gov.ba

2. CONFIDENTIALITY AND IMPARTIALITY

- 2.1 The Institute promotes the principles of independence, impartiality, and confidentiality in accordance with the Code of Business Conduct of Employees of the Institute of Metrology of Bosnia and Herzegovina, which is available on the website www.met.gov.ba
- 2.2 The Institute handles confidential information and business secrets responsibly and shall disclose them to third parties only with the consent of the service user. This does not apply to information that is obvious or, by its nature, does not require confidentiality.
- 2.3 All information arising from services provided by the Institute in its capacity as a public administrative authority shall be publicly available, unless restricted by applicable legislation.
- 2.4 The Institute manages risks to impartiality and ensures that commercial, financial, or other pressures do not affect the objectivity, technical validity, and integrity of the services provided.
- 2.5 In proficiency testing (PT) and inter-laboratory comparison (ILC) activities, the Institute ensures the confidentiality of the identity of programme participants; the identity of participants shall not be disclosed to third parties unless required by law or with the explicit written consent of the participant.

3. REQUESTS AND CONTRACTING

- 3.1 Requests for services shall be submitted to the Institute in written form, in person, by e-mail, by post, or by fax, to the Institute's address: Branilaca Sarajeva 25, 71000 Sarajevo.

- 3.2 The applicant shall receive a written confirmation of acceptance of the order for the requested service through the delivery of an offer, an offer/pro forma invoice document, or a draft contract, depending on the type of service. Any subsequent amendments or supplements to the requested services must be submitted in writing.
- 3.3 The Institute provides services exclusively within the scope of its legally prescribed competences.
- 3.4 By signing the request form, the applicant confirms full acceptance of all provisions of the Institute's General Terms and Conditions.
- 3.5 Any verbal or additional agreements shall be deemed invalid unless confirmed in writing.
- 3.6 In special cases, the Institute may require the applicant to make specific equipment and auxiliary personnel available as support for the performance of the service.

4. SUBCONTRACTING

- 4.1 The Institute may subcontract the performance of part of the requested services, of which it shall inform the service user, and shall bear full responsibility for all externally contracted work.

5. FEES AND PAYMENT

- 5.1 The calculation of the Institute's costs shall be carried out in accordance with the valid Decision on the Price List of Laboratory and Other Professional Services of the Institute of Metrology of Bosnia and Herzegovina in force at the time the request is received. In addition to the fee for the performed service, the Institute may charge additional costs related to the procurement of necessary goods, engagement of third parties, travel expenses, packaging, transport, customs duties, and import/export.
- 5.2 For services provided by the Institute in its capacity as a public administrative authority, the payment of administrative fees prescribed by law is mandatory.
- 5.3 The Institute requires advance payment as a condition for providing the service. A cost estimate or pro forma invoice shall not be considered the final price for the execution of the service.
- 5.4 In the event that the service cannot be performed due to defects of the subject matter, an incorrectly specified scope by the user, or force majeure, the Institute shall be entitled to reimbursement of the costs incurred.
- 5.5 The Institute shall be entitled to compensation for damages in accordance with these General Terms and Conditions and applicable legal regulations.

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6. TRANSPORT

- 6.1 The organization and costs of transport shall be the responsibility of the service user. The Institute shall not assume liability for any damage occurring during transport, unless otherwise explicitly agreed in advance.
- 6.2 Any consignments sent under the ATA Carnet Convention shall not be accepted, unless explicitly agreed in advance.

7. REPORTING – OUTPUT DOCUMENTS

- 7.1 The Institute shall report to the service user on the service provided through output documents.
- 7.2 Output documents may be reproduced only in their entirety.
- 7.3 Publication of the documents is not permitted without the prior written consent of the Institute.
- 7.4 The service user may use the documents solely for the purpose for which they were issued.

8. WITHDRAWAL OF OUTPUT DOCUMENTS

- 8.1 The Institute may withdraw or declare a document invalid if it is subsequently determined that the conditions for its issuance were not fulfilled. The invalid document shall be returned to the Institute for destruction. Where possible, the Institute shall issue a new document.
- 8.2 Any claim for compensation for damages arising from the withdrawal or invalidation of an issued document shall not be permitted.

9. COMPLAINTS

- 9.1 The service user has the right to submit a complaint regarding the work of the Institute in the process of providing laboratory and other professional services.
- 9.2 The Institute ensures a transparent, impartial, and documented procedure for receiving, reviewing, and resolving complaints.
- 9.3 Complaints:
- Represent the user's dissatisfaction regarding the service, communication, deadlines, or technical aspects.
 - May be submitted in writing, electronically, or by other documented means.
 - The Institute records the complaint, ensures impartial consideration, and provides the complainant with a reasoned decision.
 - If the complaint relates to laboratory results or activities, it is reviewed by competent and authorized personnel.
- 9.4 If the complainant is not satisfied with the decision, further review may be initiated or independent experts may be involved, with the complainant informed of

additional options for recourse with the relevant authorities.

- 9.5 Submitting a complaint shall not affect the Institute's future dealings with the user, and received complaints are used to improve the management system and quality of services.

10. APPEALS ON PARTICIPATION RESULTS IN PT AND ILC

- 10.1 The service user has the right to submit an appeal regarding the results of participation in Proficiency Testing (PT) and Inter-Laboratory Comparisons (ILC) organized by the Institute in accordance with the requirements of EN ISO/IEC 17043. Such an appeal constitutes a formal request for the review of a decision, result, or performance evaluation related to the PT and ILC activities conducted by the Institute.
- 10.2 Appeals must be submitted exclusively in an official written form. The Institute ensures their independent and impartial resolution by personnel who were not involved in the disputed activity. All decisions regarding appeals are recorded, and, if necessary, appropriate corrective actions are initiated.
- 10.3 If the appellant is not satisfied with the decision, further review may be initiated or independent experts may be involved, with the appellant informed of additional options for recourse with the relevant authorities.
- 10.4 Submitting an appeal shall not affect the Institute's future dealings with the user, and received appeals are used to improve the management system and the quality of services.

11. LIABILITY

- 11.1 The Institute shall not be liable for indirect damages incurred by the service user due to the inability to perform the service.
- 11.2 The Institute shall not be liable for direct or indirect damage to the user's property, except in cases of gross negligence by its employees.
- 11.3 The user's personnel must comply with safety regulations while on the premises of the Institute.
- 11.4 The service user is responsible for the accuracy of the provided information and for any damage to the Institute's equipment caused by defective or unreported service items

12. ADDITIONAL NOTES

- 12.1 The contractual relationship is subject to the laws of Bosnia and Herzegovina; any disputes shall be resolved amicably or before the Court of Bosnia and Herzegovina.
- 12.2 Service users are not permitted to use the name or logo of the Institute for promotional purposes.