

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES
SIQ Gaming Laboratories, Ltd., Mašera-Spasičeva ulica 10, SI-1000 Ljubljana, Slovenia

1 VALIDITY OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are applicable to all business relationships between SIQ Gaming Laboratories, Ltd. (hereinafter the "SIQ GL"), customers of SIQ GL services, or other interested or involved parties, unless otherwise agreed in writing.

2 PRICES AND EXPENSES

SIQ GL shall charge the applicant for the provided service and for the expenses associated with it.

The price for the service shall be defined on the basis of:

- a) the time needed for the provision of the service, taking into consideration the price per hour according to the SIQ GL price list or otherwise agreed price per hour; or
- b) the price for the service according to the SIQ GL price list or otherwise agreed price for the service.

The above stated price items are not inclusive of VAT, travel or transport expenses (e.g., posting and keeping of samples, posting of documentation, customs duties, transportation), or expenses associated with the work by third parties or with goods supplied by third parties.

The agreed price per hour or for a service shall be applied only if confirmed in writing. If a written agreement on the price does not exist, the prices defined in the SIQ GL price list shall be applied.

When the price for the service is calculated on the basis of the time spent, this is done after the service is completed, except in the case of a long-term project, when the calculation is done monthly for a previous month.

If the provision of the service requires a business trip, the hours spent on a business trip shall be included in the overall time needed to provide the service.

3 UNFORESEEN ADDITIONAL WORK OR REPETITIONS

In the case of unforeseen additional work or when the entire or part of the service need to be repeated due to the nature of the object of the service, the price shall be defined based upon additional time spent on the project as communicated and defined in the offer, price list or contract for the unforeseen additional work.

4 VALIDITY OF THE OFFER OR PRO-FORMA INVOICE

SIQ GL is bound by the offer quoted for the period stated in the offer or pro-forma invoice. If the validity period is not stated there-in, it shall be considered that the validity period of the offer or pro-forma invoice is 30 days.

5 ORDER CONFIRMATION

The agreement on the provision of a service shall apply when either the applicant confirms in writing the valid SIQ GL offer or SIQ GL confirms the applicant's order in writing, or if the circumstances indicate that the order has been confirmed by SIQ GL, or the application form is signed by both parties.

6 CANCELLATION OR SUSPENSION OF THE ORDER

In the event of the cancellation of the order by the applicant, the applicant is liable to pay for the expenses of the work carried out prior to the cancellation and for any other expenses directly arising from the cancellation of the order itself.

A suspension of an order extending beyond a six-month period shall be considered as a cancellation of the order. The suspension of the order shall be deemed to commence on the day the applicant informs SIQ GL in writing of the suspension of the order. If SIQ GL is not informed of the suspension in writing, it shall be deemed that the suspension of the order commences on the day SIQ GL hands over or sends to the applicant a written statement of the suspension.

An order shall be deemed suspended also if the applicant fails to respond to letters or messages sent by SIQ GL to the address stated in the applicant's order/application.

7 IMPRACTICABILITY OF A SERVICE

In the event SIQ GL cannot fulfil the order in its entirety due to the nature of the object of the testing / inspection / calibration / verification/audit (e.g., non-conforming product or system, defective measuring instrument etc.), it is entitled to the reimbursement of the expenses for the work already carried out.

8 USE OF DOCUMENTS

The applicant and third parties may use SIQ GL documents only for their intended purpose and in their entirety. SIQ GL may use the results/findings of its work purely for research purposes and to this end publish them without disclosing the identity of the applicant or product. SIQ GL shall not use the received applicant's documents or products other than for the intended purposes.

9 CONFIDENTIALITY, INFORMING

SIQ GL respects the business confidentiality of data acquired during the service implementation procedures.

If the communication of confidential data is required by applicable law, by a court order, governmental agency gaming authority or accreditation body, SIQ GL shall transmit confidential data to official supervisory authorities within the powers conferred to them by the state. SIQ GL shall immediately notify the customer about such a request and cooperate with the customer to minimize the exposure and maintain such data in confidence, unless prohibited by the law.

SIQ GL has the right to publish the information that the applicant's products were tested and certified by SIQ GL in SIQ GL publications unless this is prohibited by the applicant in writing.

10 PERSONAL DATA PROCESSING

Personal data obtained in the context of legitimate performance of activities (by means of web forms, business cards, demands, fairs, conferences, etc.) shall be used only for the purposes for which they have been collected. Personal data shall be used for e-mail information purposes on the basis of prior consent of the owner of the personal data or a legitimate interest. Since customer feedback is of great help to us in ensuring quality services, after the service has been provided, we invite the applicants to complete a questionnaire or provide their feedback. Completing a questionnaire is voluntary and does not require the applicant's consent.

11 LIABILITY

SIQ GL is liable to the applicant for the damage due to errors and omissions. SIQ GL shall not be held responsible for the work not conducted by SIQ GL or without SIQ GL surveillance. SIQ GL shall not be liable for the damage due to the applicant's unintended use of testing/certification related solutions, research, data or statements. The applicant shall notify SIQ GL of the error or omission in the effected order in 15 days from the date of the order fulfilment. The notification shall be deemed timely also in the event the applicant files a complaint due to error in 15 days after the issue of the invoice by SIQ GL.

12 FORCE MAJEURE

SIQ GL shall not be liable for the damage caused by conditions that could not be prevented or avoided or by conditions beyond SIQ GL's control. The following events shall be considered as force majeure: wars, riots or other major upheaval, natural disasters (fire, floods and the like), unauthorised manifestations or demonstrations, administrative measures and other conditions laid down in applicable regulations.

13 EXTERNALLY PROVIDED SERVICES

SIQ GL may subcontract part of the work ordered, unless prohibited by law or applicable regulation in the target jurisdiction, to its affiliated companies that are properly qualified to carry out this type of work. When mechanical or dimensional measurements form part of the service, these shall be subcontracted to accredited calibration laboratories. SIQ GL shall assume full responsibility for the confidentiality and quality of service and shall be liable for the services provided as specified in paragraphs 11 and 12.

If SIQ GL plans to use any other subcontractor, it shall (a) ensure that the subcontractor meets all relevant qualification criteria, (b) inform the client and seek its prior approval and (c) in the report clearly specify the part of the work that has been subcontracted.

14 TURNAROUND TIME

A completion date depends on the complexity and scope of the order and available capacities at SIQ GL. The order completion date shall be agreed upon by the contracting parties when concluding the agreement. The order completion date period shall be calculated from the date on which all SIQ GL conditions for the provision of ordered services are fulfilled.

15 TERMS OF PAYMENT

If SIQ GL and the applicant have not agreed on the payment of the invoice after the provision of the ordered services, the payment of the ordered services should be made in advance within the period stated on the issued pro-forma invoice (quote). After the completion of the work, the expenses are re-evaluated. The applicant shall settle the debited amount within 15 days after the receipt of the invoice. If the advanced payment is too high, the overpayment shall be used for the settlement of subsequent orders or refunded within 15 days after the receipt of the applicant's credit memo. The day when the amount is transferred to the SIQ GL bank account shall be considered as the day of payment. If the applicant disagrees with the amount charged, it shall settle the non-disputed amount and inform SIQ GL in writing of the reasons for the non-payment of the disputed amount. If the payment is not made by due date, SIQ GL may charge legitimate overdue interests. If the applicant fails to pay the interests, the paid amount shall serve to cover the interests first and then a part of the charged fee.

If not agreed otherwise, the applicant receives a report on the service provided and other issued documents after the payment of all outstanding liabilities.

For the orders agreed to be invoiced after completion and require more than two months to complete due to not complete delivery, malfunctions or non-compliances found, the proportional part of the work shall be charged on the monthly basis.

16 WITHDRAWAL FROM A CONTRACT

If it has been agreed that SIQ GL shall be the first to fulfil its obligations and the applicant's financial situation changes in such a

way that it becomes precarious whether the applicant will be able to fulfil its financial obligations, SIQ GL may require from the applicant an advance payment of liabilities. If the applicant fails to do that within eight days from the issue of the request for advance payment, SIQ GL may withdraw from a contract.

17 REISSUANCE OF REPORTS OR CERTIFICATES

Any request to change, or disagreement with, report contents, format, extent of reporting, etc., shall be settled in cooperation between the designated technical staff of the party that provided the initiative (customer, regulatory or accreditation body, etc.) and SIQ GL technical staff in charge of the project. SIQ GL shall try to accommodate such a request unless in violation with pertinent regulation and laws.

Should the SIQ GL technical staff not be able to accommodate the request or resolve the disagreement, such an event is considered as complaint and shall be further handled by a manager of a technical unit.

18 DISPUTES, COMPLAINTS AND APPEALS

SIQ GL shall treat equally all complaints whether in writing or only oral, whether by a customer or any other interested party. Complaints of professional-technical nature shall be resolved by the manager of the unit that was in charge for the specific project to which complaint is related.

Complaints of general nature (e.g., prices, turn-around times, quality, general conditions, etc.) shall be resolved by the technical administrator or any unit manager responsible.

If dispute could not be solved within two weeks, the person in charge shall inform the complainant on the progress. Once resolved the complainant shall receive a notice / information on the resolution.

If the complaint cannot be resolved by the person in charge, it shall be escalated and finally settled by the Director of SIQ GL Gaming Laboratories. Any disputes that cannot be settled in such a way shall be resolved by the competent court in Ljubljana. In all relationships, the legislation of the Republic of Slovenia shall be applied.

Appeals against the inspection decisions of SIQ GL are addressed to the manager of inspection unit and shall be resolved by an ad hoc appeal commission appointed by the Director. Appeals against the certification decisions are addressed in accordance with the documented procedure CN412 – Product Certification for Gaming Devices publicly available on SIQ Gaming Laboratories web site.

19 FINAL PROVISIONS

Any issues not regulated with these Terms and Conditions shall be subject to the provisions of the applicable rules.

These General Terms and Conditions shall be binding unless replaced by any other contract or agreement. As such these General Terms and Conditions form part of Conditions laid down in the form for application for services (testing, certification, inspection) and are published on SIQ GL web site.