



Conditions of Tool Ownership

1. The customer is an exclusive owner of the tool or mould (hereinafter referred to as “tool”). GEVORKYAN a.s. is not entitled to sell neither to use this tool for production for third parties.
2. GEVORKYAN a.s. will provide photographic proof of the tool with visible identification label upon request.
3. GEVORKYAN a.s. does not charge costs of development, which is a part of GEVORKYAN a.s.’ know-how.
4. All tool documentation, including technological processes, simulation software, strength calculations etc., is part of know-how of GEVORKYAN a.s., who is its exclusive owner. The customer has the right to view all tool documentation.
5. The tool will be located at GEVORKYAN a.s. site and must not leave the premises without written agreement between both parties, except for inevitable period for maintenance purposes, if sub-supplier cooperation is needed.
6. The customer is entitled to take over the existing tool without previous agreement of GEVORKYAN a.s. only in the following cases:
 - a) if the tool was transferred to GEVORKYAN a.s.; in this case the parts of the tool that were transferred to GEVORKYAN a.s. will be returned,
 - b) in case of insolvency or bankruptcy of GEVORKYAN a.s.,
 - c) in the event of natural disaster, terrorist attack, man-made disaster or other incident that would prevent further production in GEVORKYAN a.s.
 - d) Shall the tool be returned to the customer, it will be returned in condition with account to normal wear and tear.
7. In case of project termination or mutual decision of both parties to terminate the cooperation, the customer has a right to demand destruction of the tool and to have sent a proof of said destruction be means of photography, alternatively to be present during said destruction of the tool.
8. GEVORKYAN a.s. will bear all costs of standard maintenance of the tool during the tool lifespan.
9. GEVORKYAN a.s. is obliged to inform the customer in reasonable time (considering the time which is necessary for production of new tool or for overhaul of the original tool) about the necessity of production of new tool, eventually of necessity of overhaul of the original tool. Shall GEVORKYAN a.s. bear the cost of the production of the new tool, the aforesaid will become the owner of this tool. Both parties will agree on how to proceed with utilized tool (re-working, scrapping, etc.).

