1. General

1.1 Unless otherwise specifically agreed in writing ("(Company)"), undertakes to provide Client services in accordance with these General Terms (the "General Terms") and accordingly, all offers or tenders or service are subject to these General Terms, unless prior written consent has been obtained from the Client and all other rules, regulations or other arrangements ("Agreements") with the Client for any services specified in these General Terms. The parties agree that any Agreement entered into or modified by one or more of the parties will be in all respects subject to these General Terms, except where otherwise agreed. The law of the place where such Agreements are made or carried out expressly preclude any of these General Terms, the Company shall be relieved of all responsibility and liability for the partial or total non-performance of any of these General Terms. The parties agree that, in the event of any dispute arising from these General Terms, it deviates expressly from these General Terms.

1.2 The statement of any party is evidence of the fact that the Client has requested for quotation, order, contract or any other form to any other terms or conditions to govern any services specified in these General Terms shall not be binding if the parties (and are hereby expressly rejected).

2. Company

2.1 The Company is engaged in Testing, Inspection and Certification (TIC). As such, it:
   a) provides such standard services as are referred to in article 4.1;
   b) provides advisory and special services as may be agreed between the parties as referred to in article 4.2 and 4.3;
   c) may issue reports or certificates as referred to in article 4.3, 4.4 and 4.5.

2.2 The Company provides its services to the companies, institutions or bodies from which the instructions to act have originated ("Client"). No other party is entitled to give instructions, particularly on the scope of inspection or delivery of report or certificate, unless so authorised by the Client and agreed by the Company. The Company shall be deemed to be irrevocably authorised to issue at its discretion the report or the certificate to a third party in case of any dispute by the Client and/or the Company. The Client or party giving the instructions or promise implicitly follows from circumstances, trade usage, or practice and:
   a) such methods as the Company may consider appropriate on technical, operational or financial grounds.

3. Information

3.1 All enquiries and orders for the provision of services must be accompanied by sufficient information, and specifications enabling the Company to evaluate and perform the required services.

3.2 Documents reflecting engagements contracted between the Client and third parties, or third parties’ documents, such as contracts of sale, letters of credit, bills of lading, etc., inclusive referred to in connection with the Client’s instructions as confirmed by the Company are considered to be for information purposes only, without extending or restricting the scope of services as accepted by the Company.

3.3 Any pre-existing data, including technical information and specifications, on any media or through any means, may be deemed by the Company to belong to the party providing it or making it accessible, unless specifically mentioned otherwise. Data developed under a contract or in the performance of a Purchase Order, including certificates, expert opinions and calculations, on any media, in any computer code or with any application, as well as any intellectual property in it, is owned by the Company. The Client shall have a non-exclusive right of use of such data.

3.4 The Company shall treat all information received in connection with the provision of its services as confidential, and shall ensure that such information is not published, available to third parties or otherwise in the public domain. The Company is entitled to provide all confidential information to its contractors and their employees, agents or subcontractors, only when and to the extent required for the provision of the services.

3.5 The Company and the Client shall comply with all applicable data protection laws and respect the information regarding the services as provided exclusively to the Client, and all costs in connection with the audit are borne by the Client.

4. TIC Deliverables/Scope

4.1 The Company's standard services may include:
   a) quantitative and qualitative inspection;
   b) inspection of goods, plants, equipment, packing, tanks, containers and means of transport;
   c) inspection of loading or discharging;
   d) sampling;
   e) laboratory analysis and other testing.

4.2 Special services exceeding the scope of the standard services of article 4.1 are only undertaken by the Company subject to a specific arrangement. Such special services may include, without limitation:
   a) quantitative and qualitative guarantees;
   b) tank calibration, meter calibration and meter proving;
   c) analysis and testing for poisons;
   d) pre-shipment inspection, consignment-based conformity assessment and any government-mandated import or customs scheme;
   e) supervision of complete industrial project schemes, including engineering review, expediting and progress reporting;
   f) all services which are not in relation to standard services.

4.3 Subject to the Client’s instructions with all limitations as accepted by the parties, the Company shall issue reports and certificates of inspection that reflect its statements of opinion with due care. The Company is in no event obliged to refer to or report on any facts or circumstances that are outside the express instructions of the Client.

4.4 Reports of calculations and test results of analysis of samples may contain the Company’s specific opinion on those samples only, and do not express any opinion on the bulk. The results of any bulk samples are only given in connection with a specific request and must be agreed prior to the Company inspecting or sampling the bulk.

4.5 The statement of any party is evidence of the fact that the Client has requested for quotation, order, contract or any other form to any other terms or conditions to govern any services specified in these General Terms. It deviates expressly from these General Terms.

5. Obligations of the Client

5.1 The parties hereby agree to:
   a) ensure that adequate instructions and sufficient information are given in due time to the Company;
   b) procure all necessary access for the Company’s representatives enabling the required performance of the services;
   c) supply, when required, all special equipment and make available all personnel necessary for providing the required services;
   d) ensure full and unambiguous instructions to the location where the services are expected to be performed.

5.2 The Company’s employees or subcontractors providing the services shall not be required to sign any legal document or other site-specific undertakings or agreements;

6. Disclaimers

6.1 The Company is entitled, at its discretion, to delegate the performance of the whole or any part of the services to a third party and be liable for the performance of such services.

6.2 If the requirements of the Client necessitate the analysis of samples by the Client’s or by any third party’s laboratory, the Company is deemed to pass on the results of such analysis without any responsibility or liability for the performance of such services, the Company is acting for itself or as agent or subcontractor.

6.3 Except as specifically and expressly agreed otherwise, the Company disclaims and does not guarantee, represent or warrant regarding:
   a) the accuracy of the certificates, titles or pledges presented to it; and
   b) quantity, quality, origin, IP rights or fitness for any purpose of the goods beyond the mutual agreement in the Contract or Order.

6.4 The Company is neither an insurer nor a guarantor and excludes all liability in such capacity. Client seeks a guarantee against loss or damage should obtain appropriate insurance.

7. Liability

7.1 The Company undertakes to exercise due care and skill in the performance of the agreed services and accepts responsibility only where such skill and care is not exercised.

7.2 The aggregate liability of the Company for all losses, damages, costs and expenses of any nature whatsoever or howsoever arising from the performance or non-performance of the contract (including extensions and amendments of such contract) and any failure to exercise due care and skill by the Company shall in no circumstances exceed the amount of the fee or commission paid in respect of the required services, not exceeding ….. in one calendar year. If the paid fee or commission relates to multiple services and a claim arises in respect of one of those services, for the purposes of this paragraph, the fee or commission is apportioned by reference to the time estimated for the performance of each service.

7.3 All liability is excluded to the extent it relates to indirect or consequential losses, including loss of profit, loss of future business, loss of production and cancellation of contracts entered into by the Client.

7.4 All liability for any claims for losses, damages, costs or expenses ceases unless court proceedings are served to the Company within ….. after the date of the performance by the Company of the service that gives rise to the liability, or in case of any alleged non-performance of the service, within ….. from the date that such service were agreed to have been completed.

7.5 The Client shall guarantee, defend and indemnify the Company, its subcontractors and their officers, employees, agents and other representatives against all claims made by any third party with respect to the performance, purported performance or non-performance of any of services, to the extent that the aggregate of any such claims exceeds the (monetary or profit) value of the services under this article.

7.6 Every officer, employee, agent or subcontractor of the Company shall have the benefit of the limitation of liability, damages and the indemnity. In these General Terms, the Company is acting for itself or as agent or subcontractor.

8. Payment

8.1 The Client shall pay the Company’s invoice in good and due time as per agreed terms.

8.2 The Client is entitled to delay, defer payment or set off any of sums payable to the Client on account of any dispute or claim as it may allege against the Company.

8.3 In the event only, the Company will charge for the services actually performed. The Company’s employees or subcontractors providing the services shall not be required to sign any legal document or other site-specific undertakings or agreements, be obliged to sign any indemnity or other site-specific undertakings or agreements.

9. Applicable law and dispute resolution

9.1 Any amendment or waiver of any part of these General Terms is without effect, unless it is in writing and duly signed by an officer of the Company.

9.2 The agreement is governed by the laws of (court of jurisdiction).

9.3 All disputes arising out of or in connection with these General Terms or any contract, agreement or arrangement performed under these General Terms shall be referred to the competent court of law.