1. General
1.1 Unless otherwise specifically agreed in writing ["(Company)""] undertakes to provide Client services in accordance with the General Terms of Business ("General Terms") and, accordingly, all orders for services shall be impliedly subject to these General Terms unless otherwise agreed in writing.
1.2 The Company shall be entitled to render services in all respects governed by these General Terms, except only to the extent that the law of the place where such agreements are made or carried out expressly preclude any of the General Terms, in which case such local law shall prevail, but only to the extent that it deviates expressly from these General Terms.
1.3 Any reference in any document, request for quotation, order or approval for other forms of service to any other terms and conditions or agreements in the above situation shall not be binding on 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 standard services as are referenced in article 4.1, and or
(b) provides advisory and special services as may be agreed between the parties as referred to in article 4.2, and or
(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 persons, bodies or persons from which the information to act have originated ["(Client)""] and/or the Client is entitiled 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 reasonably authorised to issue at its discretion the report or the certificate to a third party in case of need to complete a task of the same nature.

2.3 The Client shall provide:
a) the Client’s specific instructions as confirmed by the Company;
b) the terms of the Company’s Standard Order Form and Standard Specification Sheet if used;
c) applying TIC Council Codes of conduct or any relevant trade custom, usage or practice;

2.4 The Company shall provide:
a) a) the Client’s specific instructions as confirmed by the Company;
b) the terms of the Company’s Standard Order Form and Standard Specification Sheet if used;
c) applying TIC Council Codes of conduct or any relevant trade custom, usage or practice;

3. Information
3.1 All enquiries and orders for the provision of services must be accompanied by sufficient information, enabling the Company to evaluate and perform the services.
3.2 Documents reflecting engagements contracted between the Client and third parties, or third parties’ documents, such as copies of contracts of sale, letters of credit, bills of lading, etc. (including if received in connection with the Client’s instructions) are considered to be confidential and may be subject to the confidentiality and other scope of service requirements specified by the Company.
3.3 Any confidential 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 it is, is owned by the Company. The Client shall have no exclusive right to such data.

3.4 The Company shall treat all information received in connection with the provision of its services as confidential to the extent 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 sub-contractors, 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 confidentiality and integrity of personal data received from the Client. The Client is responsible for obtaining all necessary consents and authorizations, including any data protection consents, where required.

4. TIC Delivers/Scope
4.1 The Company’s standard services may include:
a) quantitative and qualitative inspection;
b) inspection of goods, plant, equipment, packing, tanks, containers and means of transport;
c) supervision of loading or discharging;
d) laboratory analysis and other testing;
e) certification;
f) surveys and audits.

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) qualitative and quantitative guarantees;
b) tank operation and/or testing proving;
c) protection of the tank operator and/or testing proving;
d) assignment of technicians and other personnel;
e) pre-shipment inspection, container-based conformity assessment and any government-mandated import or customs scheme;
f) supervision of complete industrial project schemes, including engineering review, construction and production phase.

5. Obligations of the Client
The Client shall:
(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 services to be performed effectively,
(c) procure all necessary access for the Company’s representatives enabling the required services to be performed effectively,
(d) ensure full and unimpeded access to the location where the services are expected to be performed. The Company’s employees or subcontractors providing the services shall not be obligated to sign any indemnity or other site-specific undertakings or agreements,
(e) at all times, be responsible for the complete care and control of the locations where the services are to be performed in a safe and secure environment for the Company’s employees, agents and subcontractors,
(f) immediately take all necessary steps to remedy or remove any obstruction to or hindrance in the performance of the services.
(g) inform the Company in advance of all known hazards and dangers, actual and potential, related to any order, samples or site, including the presence or likelihood of toxic, flammable or explosive materials or circumstances, and all environmental pollution or nuisance.
(h) fully exercise all its rights and discharge all its liabilities under any related contract, representation or reference to the time estimated for the performance of each service, failing such exercise, the Company shall be under no obligation to the Client.

6. Disclaimers
6.1 The Company is entitled, at its discretion, to delegate the performance of the whole or part of the services required to any agent or subcontractor.
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 for its accuracy. If the Company is only able to witness an analysis by the Client’s or by any third party’s laboratory, the related Company’s Services are limited to confirmation that the correct sample has been analysed, and shall not extend to the accuracy of any analysis or results. The Client is not entitled to request a change of test results or of any of the services of the inspection report, except for any obvious mistakes.
6.3 Except as specifically and expressly agreed otherwise, the Company disclaims and does not guarantee, represent or warrant regarding:
(a) the accuracy or completeness of any specimens, samples or documents presented to, and or
(b) quantity, quality, origin, IP rights or fitness for any purpose of the goods beyond the mutually agreed contractual performance, and or
(c) the consequences of any action taken or not taken on the basis of reports or certificates issued by the Company.

6.4 The Company is neither an insurer nor a guarantor and excludes all liability in such capacity. Clients seeking 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.
7.2 The aggregate liability of the Company for all losses, damages, costs or expenses of any nature or description incurred by or造成的, however, by the Company or any of its employees or agents in connection with or as a result of the errors, omissions and amendments of such contract) and any failure to exercise due skill and care by the Company or any of its employees or agents which result in the omission or the omission, excludes all responsibility and all liability for any losses, costs or expenses in respect of, or consequential losses, or loss of profit, arising out of the provision of the services or any part thereof.
7.5 All liability is excluded to the extent it relates to indirect or consequential losses, including loss of profit, of future business, loss of proportion and cancellation of contracts entered into by the Client.
7.6 All liability for any claims for losses, damages, costs or expenses unless court proceedings services are not rendered (i.e. the nature and contractual value of the services, and or
7.7 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, whether the Client is acting for itself or as agent or subcontractor.

8. Payment
8.1 The Client shall pay all invoices and or any other such sum payable to the Company on account of any dispute or claim as it may allege against the Company.
8.2 In the event that the Client notifies the Company in writing that the Client believes that the Company is in breach of any of the terms of the contract, the Client shall have the right, subject to the terms of the contract, to terminate the contract.
8.3 If the Company is not paid within the time limits specified in the contract, the Client may terminate the contract and recover reasonable costs and disbursements incurred by the Client in pursuit of its claims.

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 Any dispute arising out of or in connection with these General Terms or any contract, agreement or arrangements based on it shall be referred to the court of competent jurisdiction.
9.3 All disputes arising out of or in connection with the present contract shall be finally settled under the rules of arbitration of [ ], by one or more arbitrators appointed in accordance with the seat of arbitration and the language of the arbitration agreement.

TIC Council Model General Terms of Business (2020)