

General Terms and Conditions

Unless otherwise specifically agreed in writing, INSPECZONE for Marine Inspection and testing (hereinafter called "The Company") undertakes services in accordance with these General Terms and Conditions of Business (hereinafter called "General Terms and Conditions") and accordingly all offers or tenders of service are made subject to these General Terms and Conditions. All resulting contracts, agreements or other arrangements will in all respects be governed by these General Terms and Conditions, except only to the extent that the law of the place where such arrangements or contracts are made or carried out shall preclude any of the General Terms and Conditions and in such case such local law shall prevail wherever, but only to the extent that, it is at variance with these General Terms and Conditions.

- 1- The company is a business enterprise engaged in the trade of inspection and testing for persons or entities (private, public, or governmental) issuing instructions. As such, it: - conducts inspections, verifications, examinations, tests, sampling, measurements, and similar operations; - issues reports and certificates relating to the aforesaid operations; - renders advisory services in connection with such matters.
 - (c) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- 2- The Company acts for the persons or bodies from whom the instructions to act have originated (hereinafter called "the Client"). No other party is authorized to give instructions unless the Company receives prior written instructions to the contrary from Client, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). The Company will however be deemed irrevocable authorized by the Client to deliver at its discretion of report or certificate to a third party where so instructed by the Client, if an assurance in this sense had been given to this third party or such an assurance implicitly follows from circumstances, trade custom, usage, or practice.
- 3- The Company will provide services using reasonable care and skill and adhering to Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
 - (a) the terms of any standard order form or standard specification sheet of the Company; and/or
 - (b) any relevant trade custom, usage or practice; and/or
- 4- Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results based on any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- 5- Should Client request that the Company witness any third-party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third-party personnel or the analysis results.
- 6- Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, (a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
- 7- The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorizes Company to disclose all



information necessary for such performance to the agent or subcontractor.

- 8- Should Company receive documents reflecting engagements contracted between Client and third parties or third-party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- 9- Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates, or undertakes to discharge any duty of Client to any third party or that of any third party to Client.
- 10- The client will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of service and will not rely, in this respect, on the Company's advice whether requested or not; But the Client accepts that the Company and its employees may stop the work in any circumstances where working conditions are considered by its employee (or other representative of the Company) to be unsafe and contrary to safe working conditions; Such "Stop Work Notice" may be issued verbally by the Company without notice (subject to being confirmed in writing within 48 working hours). Once issued the Company is discharged from any obligation to continue to provide its contracted services until such working conditions have been fully rectified by the Client to the satisfaction of the Company. During the period of suspension of its services, the Company shall be free of any liability for any additional costs or liabilities incurred or potentially incurred by the Client.
- 11- The client will take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services.
- 12- The client will inform the Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution, or poisons.
- 13- The Company will retain samples or portions of samples on behalf of the client for a period of three months from receipt of samples unless The Client instructs The Company in writing to retain for a longer period of time. If the Client requests that reserve sample be forwarded by The Company, the costs of forwarding will be for Client's account. The Company will not be responsible for samples lost in transit by courier services, postal services and the like whether going to or from the Company's offices.
- 14- The Client will punctually pay not later than 30 days after the relevant invoice date or within such other period as may have been agreed in writing by The Company.
- 15- The Client shall not be entitled to retain or defer payment of any sums, due to The Company on account of any dispute, cross-claim or set off which it may allege against The Company.
- 16- In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership, or cessation of business by the Client, The Company shall be entitled to suspend all further performances of its services forthwith and without liability.
- 17- In the event of The Company being prevented by reason of any cause whatsoever outside The Company's control from performing or completing any service for which an order has been given or an agreement made, the Client will pay to The Company:
 - a. the amount of all abortive expenditure actually made or incurred.
 - b. a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out; and the company shall be relieved of all responsibility whatsoever for the partial non-performance of the required service.
- 18- The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss and/or damage should obtain proper insurance.
- 19- All results and data contained in e-mail or fax are valid only when supported by the original document on The Company's file.
- 20- No alteration, amendment, or waiver of any of these General Terms and Conditions shall have any effect unless made in writing and signed by an officer of The Company.

