

**1. INTERPRETATION**

In these conditions, "The Company" means "CISS GROUP PTE.LTD.", 10, Anson Road, #20-05, International Plaza, Singapore (079903) including its affiliated firms, branches and agents.

"The Principal (or Client)" means the governments, government agencies, company, firm, any public or private entity or individual (or, as the case may be, any two or more companies, firms or individuals) from whom the instructions to act have originated and to whom the Company supplies services.

The Company provides services in accordance with the present General Terms and Conditions (hereinafter «General Terms and Conditions»).

The Company reserves the right to amend the General Terms and Conditions at any time.

**2. GENERAL, USUAL AND SPECIAL SERVICES**

The Company is a business enterprise engaged in the trade of all kinds of inspection. Usual services carried out as such and including it:

- (a) inspection during cargo loading or discharging, quantitative and/or qualitative inspections;
  - (b) inspection of goods, factories and warehouses, equipment, packing, tanks, containers, vehicle;
  - (c) inspection on arrival and/or during pre-shipment in accordance with governmental programs imposed for imports or by customs authorities;
  - (d) super-cargo services, verifications, examinations, laboratory tests and analyses, sampling, measurements, checking, and similar operations;
- Special services included the following:
- (a) vendor/factory verification;
  - (b) calibration of tanks, calibration of equipment and means of measurement;
  - (c) supplying technicians and other personnel;
  - (d) supervision of repair works; complete industrial projects, including engineering monitoring, shipping and progress reports;
  - (e) checking and traceability services related to the security of merchandise;
  - (f) training and certification;
  - (g) monitoring and audit;
  - (h) performs fumigation;
  - (i) renders advisory and consultancy services in connection with such matters;

Issues reports, certificates, e-certificates relating to the aforesaid operations should be done. Unless otherwise specifically agreed in writing the Company undertakes services in accordance with these general conditions and accordingly to all offers or tenders of service are made subject to the same, which prevail over any conditions that the Principal may seek to impose.

All resulting contracts, agreements or other arrangements will in all respects be governed by these conditions. No variation or addition to these terms and conditions shall be valid unless made in writing and signed by a duly authorized employee of the Company.

**3. ENQUIRIES AND ORDERS**

All enquiries for the supply of services must be accompanied with sufficient information, specifications and instructions to enable the Company to assess an accurate rate for the job.

For any agreement or contract to be concluded, a written Company's acceptance is required.

The Principal agrees that it will:

- (a) ensure that all instructions are given to the Company in due time to enable the required services to be performed effectively, not later than 48 hours before inspection;
  - (b) procure access to goods, premises, installations and transport for the Company's representatives if it's necessary;
  - (c) supply, if required, any special equipment necessary for the performance of the required services;
  - (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the company's advice whether required or not;
  - (e) take all necessary steps to eliminate remedy any obstruction to or interruptions in the performance of the required services;
  - (f) all goods, samples or materials which the Company is asked to process or test must be delivered safely packed with appropriate warning labels to the agreed place of processing or testing by the Principal at its own risks and expense accompanied by appropriate delivery and transportation documentation containing a description of the contents of the consignment.
- The Company reserves the right to refuse to accept and/or inspect or test any goods, samples or materials and determine the contract at any time in case of breach of the above mentioned requirements. It reserves furthermore the right to claim for indemnity against the Principal arising as a result of the Principal breaching the above mentioned requirements.

**4. PERFORMANCE AND PROVISION OF SERVICES**

The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or in the absence of such instructions:

- (a) terms of the Company's Standard Order form and/or Standard Specification Sheet if used;
- (b) any relevant trade custom, usage or practice;
- (c) such methods as the Company shall consider suitable on technical and/or financial grounds.

The Company acts only for the Principal from whom the instructions to act have originated. No other party is entitled to give instructions, particularly on the scope of inspection or delivery of report or certificate, unless so authorized by the Principal.

Subject to the Principal's instructions, the Company will issue reports and certificates of inspection which reflect statements of opinions made with due care within the limitation to instructions received, but the Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.

The Company will be deemed irrevocably authorized to deliver at its discretion the report or the certificate to a third party if following instructions by the Principal a promise in this sense has been given to a third party or such a promise implicitly follows from circumstances, trade custom, usage or practice.

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.

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 Principal will pay to the Company the amount of all abortive expenditure actually made or incurred and a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out. All samples taken shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples.

**5. REPORTS AND CERTIFICATES, LABORATORY ANALYSES**

(a) Reports, certificates 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, within the limits of the alternative parameters applied. The Company does not have the obligation to refer to, give an opinion upon, or announce facts or circumstances which go beyond the frame work of the explicit instructions received.

(b) The reports delivered by the Company only reflect the facts such as have been raised by the Company at the time of its intervention. The Company does not have any obligation to make reference to or to report facts or circumstances beyond the instructions received.

(c) Reports or certificates established following tests or analysis of samples contain the observations of the Company on these samples only, but do not express any opinion as to the overall quantity of goods from which the samples have been taken. Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn. If an opinion on the overall quantity is required, a particular agreement must be concluded in advance with the Company for the inspection and sampling of the goods in total.

(d) 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 on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

If the demands of the Principal require an analysis of samples by a third party laboratory, the Company will inform it of the result of the analyses, without incurring liability for its accuracy. In the same way, when the Company relies on an analysis by a laboratory of the Principal or by a third party laboratory, the Company will provide a confirmation that the desired sample was analyzed but will not be responsible for the accuracy of this analysis or the results.

When the Principal asks the Company to attest to the intervention of a third party, it acknowledges that the only responsibility for the Company consists in being present at the time of the intervention of the third party and sending the results of the intervention, or confirming that it took place.

**6. OBLIGATIONS OF THE PRINCIPAL**

The Principal undertakes:

- (a) To provide the necessary access to ship, buildings, warehouses or any other appropriate place to enable the Company to render the necessary services in a diligent way;
- (b) To provide, on request, special equipment and assistance, in particular in personnel, necessary for the execution of the required services;
- (c) To take all necessary measures to avoid, eliminate or remedy any obstruction preventing the Company from carrying out the necessary services;
- (d) To inform the Company in advance of all the known risks or dangers, present or future, linked to all orders, samples or tests, including, for example, the presence or risk of radiation, toxic, harmful or explosive elements or materials, pollution of the environment or poison;
- (e) To exercise all its rights fully and to fulfill all its obligations under the terms of any contract with third parties to which the services rendered by the Company relate, whether a report or certificate has been issued by the Company or not, failing which the Company will not incur any liability towards the Principal.

**7. DELEGATION**

- (a) The Company will have the right, at its entire discretion, to delegate all or part of the execution of the services which are the subject of a contract with the Principal to any representative or subcontractor.
- (b) 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.
- (c) 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. WARRANTIES**

The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only in cases of gross negligence proven by Principals.

Any claim in responsibility against the Company shall be forfeited at the end of one year after the date of final report or certificates of inspection issued by the Company.

**9. LIABILITY AND COMPENSATION**

The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed

- (a) an amount equivalent to ten (10) times the amount of the fees paid for the service alone or of the commission due for the service requested under the terms of the contract at the origin of the aforesaid claim or
- (b) USD 25,000 (twenty-five thousand US Dollars) (or its equivalent in local currency), whichever is the lesser.
- (c) Any lower amount specified in the contract, agreement or other convention concluded between the Company and the Principal.

However, the Company will not incur any liability for consequential or derivative damages including loss of profits, losses of future businesses, losses of production and/or cancellation of contracts concluded by the Principal.

When fees or a commission due refer to two or more services and the Principal puts forward a claim for one of its services, the fees or the commission will be due for the totality of the services rendered.

The Principal will release, guarantee and indemnify the Company and its managers, employees, representatives or subcontractors against any claim raised by a third party for loss, damage or expenses of whatever kind they may be, relating to the execution or the alleged non-performance of services provided in accordance with the explicit instructions of the Principal.

The Principal shall guarantee, hold harmless and indemnify the Company and its servants, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance or any services to the extent that the aggregate of any such claims relating to anyone service exceed the limit above-mentioned.

**10. LIMITATION OF LIABILITY**

- (a) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
- (b) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results and measurements arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (c) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
- (d) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party
- (e) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim.

**11. PRICE, FEES AND PAYMENT**

- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.
- (b) Client will promptly pay not later than 30 days from the relevant invoice date (the "Due Date") all fees due to the Company failing which interest will become due at the rate of 3 (three) times the rate of legal interest from the due date until payment is made and Failure Penalty at the rate of 10 percent per year from the date of invoice.
- (c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- (d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- (e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- (f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavor to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- (g) The Principal shall pay all of the Company's collection costs, including attorney's fees and related costs.

**12. SUSPENSION OR TERMINATION OF SERVICES**

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

**13. MISCELLANEOUS**

Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization.

**14. PROPER LAW**

The construction, validity and performance of any contract or agreement concluded with the Company shall be governed by English/Singapore law or London Court of International Arbitration.

The Company reserves the right to sue the Principal by the Singapore courts.

All claims against the Company which may arise out of or in connection with or in relation to such contract or agreement shall be decided by the Supreme Court of Singapore in the place of the Company's head office.