1. General terms and conditions

The present document is to be considered a supplement to the contract conclusion by inspection SA and/or its affiliated companies (hereinafter “the Company”), directly or through their agents and/or subcontractors, are subject to the present General Terms and Conditions of Business (hereinafter “General Terms and Conditions of Business”). In the event that the Company is prevented for any reason whatsoever outside its control from carrying out or from bringing to a successful conclusion services for which an order was placed and accepted or an agreement concluded, the Company will be released from all obligations and cannot be considered as a guarantee of quality or fitness of the goods or fitness of the goods for any particular use.

4. Execution of services

4.1 The Company undertakes to perform its services according to the scope and methods of performance agreed with the Principal, applicable International Federation of Inspection Agencies (IFIA) codes of conduct and  iii) the performance standards deemed appropriate by the Company in view of the specific services required.

5. Services

5.1 Pre-shipment and destination inspection of goods, including non-intrusive inspection (such as X-ray scanning) services;

6. Reports, certificates and results

6.1 Subject to the mandate agreed with the Principal, the Company will issue reports and certificates which reflect the findings of the services carried out. The Company does not have the obligation to refer to, give an opinion upon, or announce facts or circumstances which go beyond the scope of the mandate received. The reports and certificates delivered by the Company only reflect its findings at the time and place of its intervention.

7. Obligations of the Principal

7.1 To provide all necessary instructions and precise information in a timely manner to enable the Company to carry out the services requested;

8. Party party laboratory analysis and other intervention

8.1 If the Principal requests an analysis of samples by its own laboratory or a third party, or of the results of any other intervention, the Company will inform the Principal of the result of the analysis, but will not be liable for acting as such.

9. Liability and compensation

9.1 Liability for serious fault is according to the relevant provisions of Swiss law.

10. Price and invoicing

10.1 The Principal will pay at the latest within thirty (30) days from the date of the invoice, or within any other time limit which may have been agreed in writing with the Company, all fees due and/or any expenses incurred by the Company as a result of the performance of its services, failing which interest on arrears will be due at the current LIBOR rates or margin agreed upon by the parties in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce (hereinafter referred to as “the Rules”).

11. Claim

11.1 The Principal must notify any claim for loss, damage or costs (“Loss”) to the Company’s registered office in Geneva, Switzerland, in writing, immediately after the discovery of the loss or damage.

12. Amendments and modifications

12.1 No modification or amendment of any of the clauses of these General Terms and Conditions will have effect unless made in writing and signed by a person(s) duly authorized by the Company or its agent.

13. Disclaimers

13.1 The Company is not liable for any representation about the accuracy and completeness of these documents, titles and pledges presented to it in the performance of the aforesaid service should have been carried out in the case of an alleged non-performance, the Company will be released from any liability towards the Principal.

14. Applicable law, jurisdiction and settlement of disputes

14.1 These General Terms and Conditions are governed and construed according to Swiss law unless otherwise expressly agreed in writing by the Company and the Principal.

15. Communication and Languages

15.1 The Company shall be deemed to be properly given or made in the event of any communication or notice being sent by the Company to the Principal via an instant messaging application shall have to be confirmed by email to be considered as having been delivered.

16. Data Protection

16.1 Communications between the Principal and the Company shall be deemed to be properly given or made in the event of any communication or notice being sent by the Company to the Principal via an instant messaging application or by email.