



## **GENERAL TERMS AND CONDITIONS**

### **1. INTERPRETATION**

“the Company” International Quality Testing Services (IOTS) 13 East Hidden Valley Court Newton, New Jersey USA – Including all affiliated firms.

“the Principal” means the company, firm or individual (or, as the case may be, any two or more companies, firms or individuals) from who, the instructions to act have originated and to whom the Company supplies services.

### **2. GENERAL**

The company is a business enterprise engaged in the trade of inspection and testing. As such, it:

- (a) carries out inspections, verifications, examinations, tests, samplings, measurements, and similar operations;
- (b) issues reports and certificates relating to the aforesaid operations;
- (c) renders advisory services in connection with such matters

Unless otherwise specifically agreed in writing the Company undertakes services in accordance with these general conditions and accordingly all offers or tenders of service are made subject to the same, which prevail over any conditions which the Principal may seek to impose.

All resulting contracts, agreements or other arrangements will in all respects be governed by these conditions. No variation of 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 acceptance from the Company is required.

The Principal agrees that it will:

- (a) ensure that all instructions to the Company are given in due time to enable the required service to be performed effectively;
- (b) procure all necessary access for the Company’s representatives to goods, premises installations and transport;
- (c) supply if required, any special instruments 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 services and will not rely, in this respect, on the Company’s advice whether required or not;
- (e) take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services;
- (f) fully exercise all its rights and discharge all its liabilities under the contract of sale whether or not a report or certificate has been issued by the Company failing which the Company shall be under no obligation to the Principal
- (g) 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**

The Company will provide services in accordance with:

- (a) the Principals specific instructions as confirmed by the Company;
- (b) terms of the Company’s Standard Order Form and /or Standard Specification Sheet if used
- (c) any relevant trade customs, usage or practice;



(d) 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 the 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 had been given to a third party or such a promise implicitly follows from circumstances, trade custom, usage or practice.

Documents reflecting engagements contracted between the Principal and third parties, such as copies of contents of sale, letters of credit, bills of lading, etc., are (if received by the Company) considered to be for information only without extending or restricting the Company's mission and obligations.

The Company shall be entitled to provide services through representatives, agents subcontractors or affiliated companies whenever it shall consider suitable, subject to prior notice to the Principal.

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.

## **5. 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 the Principal.

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

The liability of the company to the Principal in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstance exceed a total aggregate sum equal to ten times the amount of the fee or commission payable in respect of the specific service required under the particular contact which gives rise to such claims. Where the fee or commission payable relates to a number of services and a claim arises in respect of one of those services the fee or commission shall be apportioned for the purposes of this paragraph by reference to the estimated time involved in the performance of each service.

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 any one service exceed the limit above mentioned.

## **6. PAYMENT**

Full payment of the price must be made within 30 days of the invoice date unless the Company has agreed in writing with other term of payment is not made by the due date, interest will become due at the rate of 6 per cent per year from the date of the invoice. All first time clients must pay IQTS upfront for the agreed inspection fees.

If the Company is prevented by reason of any cause whatsoever outside the Company's control from performing or completing any services for which an order has been given or an agreement made, the Client shall pay to the Company

- (a) the amount of all abortive expenditure actually made or incurred;
- (b) a proportion of the agreed fee equal to the proportion (if any) of the services actually carried out;

and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required services.