

## **CCIC Singapore - General Terms and Conditions**

1. Unless otherwise specifically agreed in writing, CCIC Singapore and its group of companies (hereinafter called "the Company") undertakes services in accordance with these general conditions (hereinafter called "General Conditions") and accordingly all offers or tenders of service, resulting contracts, agreements or other arrangements will in all respects be governed by these General Conditions. The Company, engaged in the trade of survey, inspection and testing, acts for the persons or bodies from whom the instructions to act have originated (hereinafter called the "Client"). No other party is entitled to give instructions, unless so authorised by the Client and agreed by the Company.
- 2.1 Test Reports and/or Inspection Certificates are issued by the Company with reasonable care and appropriate skill on the basis of relevant documents, and where and when applicable, samples provided by the Client and in accordance with Client's specific instructions. Reports and/or Certificates will reflect the facts as recorded by the Company at the time and site location of inspection. For the same commodity, different inspection results issued by the Company or other inspection companies at different time, location or using different inspection methods, technology or instruments, does not in any circumstances whatsoever constitute any legal excuse or reason for lodging a claim against the Company.
- 2.2 In case the Client requests the Company to perform the services using specific testing methods or technology, the Client shall expressly inform these requirements to the Company. After the Company performs any test(s), inspection and/or surveying and issues Test Reports and/or Inspection Certificates using inspection methods or technology specifically requested by the Client, the Client shall not lodge any claim based on different results obtained by using other testing methods or technology.
- 2.3 The issuing of Test Reports and Inspection Certificates by the Company does not release the Client from any rights, interests and/or obligations stipulated in the relevant contract. The Company is not subject to or bound by any opposing stipulations.
- 2.4 Test Reports and/or Inspection Certificates issued by the Company based on samples provided by the Client do not express any conclusion of the Company upon the lot from which the samples were drawn. The Client shall otherwise inform the Company in advance expressly for the arrangement of sampling the whole lot if necessary.
- 2.5 Should the Client request the Company to witness any third party intervention, the 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 process of events occurring, for such an intervention. The Client agrees that the Company is not responsible for the calibration or accuracy of instruments and measuring devices used, the analysis methods applied or the qualifications of third party personnel and/or their analysis results.
- 3.1 The Company is only liable for inspection results that are seriously inconsistent with the facts. The liability of the Company for such a situation shall, under no circumstances, exceed a total aggregate sum equal to ten times the amount of the fee or commission paid for the service provided. The Company shall have no liability for any indirect or consequential loss including any loss of expected profits in the contract with the third party, loss of future business and clients or loss of production and non-fulfillment of contract. As where and when several part-payment of inspection fees or commissions are involved, the fees or commission are to be calculated separately in compensating the Client for those inspection results seriously inconsistent with the facts, i.e. only one or several items of inspection fees (not all the fees or commission due or paid to the Company) covering serious mistakes shall be calculated as the basis of compensation.
- 3.2 The Company shall be discharged from any liability for any claims, loss, damage or expense unless suit is brought within 6 (six) months after the date of the performance by the Company of the service which gives rise to the claim or in the event of any alleged non-performance within 6 (six) months of the date when such service should have been completed. The method of claim may include requesting the Company directly for compensation, suing at a court of law or applying for arbitration. The Company shall be discharged from all liability for claims lodged outside of the stipulated period.
- 3.3 The Company performs the inspection, the issuing of the Test Reports and/or Inspection Certificates at the mutually agreed date, exclusive of the cases in which situations and conditions beyond the Company prevent it to do so.
- 4.1 Should the Company receive documents reflecting contractual arrangements between the 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.
- 4.2 The Client will ensure that sufficient information, instructions and documents are given in due time to enable the required services to be performed. The Company shall not be regarded as breaching any contract and will be released from all liability due to the delayed submitting of sufficient information by the Client that may result in delayed testing, inspection, surveying or issuing of Test Reports and/or Inspection Certificates.
- 4.3 The Company is not liable for or due to any consequences resulting from incorrect, omitted or false documents and/or information provided by the Client.
- 4.4 For the Company's service validity, the Client shall provide the Company with accurate, valid telephone/fax numbers, e-mail and location address details to ensure the Company personnel receive fax, e-mail or correspondence etc. from Client in a correct and vice versa manner. The Client shall inform the Company of any changes in such contact details. Otherwise, the Company is not responsible for any delayed delivery thereof.
- 5.1 All samples 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. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.
- 5.2 The Company only provides the place for retaining samples and is not liable for any damage, reduction or loss of samples. Client shall expressly inform the Company of the characteristics, methods and duration of storage for samples and any known hazards or dangers, etc. In case of highly noxious or dangerous samples being involved, the Company is entitled to request the Client to provide a relevant place for storage.
- 5.3 Should any law-enforcement department seal, detain or take away the samples or any other lawful measure taken relevant to samples, the Company will no longer be liable for keeping samples and Client shall not be entitled to claim for any compensation thereof.
- 6.1 The Client will pay the agreed amount of fees in the appropriate time period. In case the relevant clause period is unclear, the Client shall pay the fees within 30 days upon the Company issuing the Payment Notice. Should the Client have objections regarding the Payment Notice, they must inform the Company within 10 days upon receiving the Payment Notice. Otherwise, the amount notified is to be regarded as accepted by Client. In case of failing to pay the amount due in time, a penalty for breach of contract will be incurred on the part of the Client at a rate of 0.1% per day from the due date up to the date payment is actually received.
- 6.2 The Client shall not be entitled to retain or defer payment of any amounts due to the Company on account of any financial dispute or delay to compensate the Company.
- 6.3 During the course of testing, inspection, surveying or other services, the Company shall be entitled to immediately and without liability either suspend or terminate service provisions in the event of any suspension of payment, insolvency, cessation of business or bankruptcy by the Client. If the Company is unable to perform all or part of the services due to any such afore-described situation, the Company shall take no responsibility for violation of contract and nevertheless be entitled to payment of all fees and expenses equal to the proportion of the services actually carried out.
- 6.4 Client shall pay all fees and expenses actually incurred by the Company for suspension of services as result of the Client's own reasons.
- 6.5 In the event any unforeseen problems or expenses arising from and during the course of carrying out the required services, the Company shall endeavor to inform the Client accordingly and shall be entitled to charge additional fees to cover extra time and cost incurred by necessity to complete the services unless the Client gives notice to the Company in writing to suspend or terminate the service.
7. Any affiliate companies, representative offices or testing, inspection companies having Cooperation Agreement with the Company may perform the whole or part of the service contract on the Company's behalf.
- 8.1 Client will take all necessary steps to eliminate any obstacles to the performance of the required services. The Client will ensure that all necessary measures are taken with reasonable care for safety and security at working locations and conditions prevailing during the performance of services and will not rely, in this respect, on the Company's advice whether required or not. In case of failing to do so, the Company and its staff are entitled to refuse work at the said locations. The Client shall be liable for compensation from any damage or losses to the Company in case of insufficient safety protections.
- 8.2 The Client will inform the Company in writing in advance of any known hazards or dangers, actual or potential, associated with any lot of goods or samples or testing/inspection including, for example, presence or risk of radiation, toxic or noxious elements or materials, environmental pollution or poisons. The Client will take full responsibility for personnel injury, damage or loss of property owned by the Company due to non-performance of such notice.
9. Should the Client request the samples provided by them (having been tested at the Company's laboratory) to be tested at the laboratory of any third party, the Company shall not be responsible for the results of the third party. Upon request, the Company can only issue certificate indicating the origin of samples and the fact of sending the samples to the third party laboratory.
10. 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 otherwise obtain appropriate insurance.
11. The Client should not, under any circumstances, alter, adjust or hinder the contents and appearance of the Company's reports or certificates. The Company reserves the copyright for the whole or part of Test Reports and/or Inspection Certificates. Client shall not use them for commercial purposes, such as business promotion without the consent of the Company.
12. Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.
13. The Company takes no responsibility in case the Client, in violation of the relevant regulations of countries, purposely imports/exports or undertakes business covering restricted or banned goods.
14. These General Conditions shall be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of any court of competent jurisdiction administering English laws in Singapore. Any dispute arising out of or in connection with the performance of the service, including any question regarding its scope and application, validity or termination, and the conduct of the parties, shall be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules in any of the competent jurisdictions.