



# Quality Services & Solutions (Gujarat)

## STANDARD GENERAL BUSINESS CONDITIONS

These Standard General Business Conditions are based on the guidelines of International Federation of Inspection Agencies (IFIA), London and the local working conditions and practices.

### A) GENERAL:

- 1) The company provides services in accordance with these Standard General Business Conditions; accept where the terms of service are specifically agreed in writing between the parties and different from these conditions.
- 2) However, if the local laws / mandatory regulations are in variance with the above agreed conditions or standard QSS business conditions, in totality or in part, in such cases the said such local laws shall have precedence over such varying conditions, whereas rest of the matter shall be governed by these Standard General Business Conditions.
- 3) The company provides its services to the persons or bodies, from whom the instructions have been received (hereinafter called "the customer"). No other party shall be entitled to give instructions about the scope of the inspection or delivery of the report, unless authorized so by the customer.

However, the company shall be deemed free to deliver such a certificate to a third party, if advised so by the customer or such a practice implicitly follows from circumstances, trade custom, usage or practice.

### B) QSS BUSINESS AND SERVICES:

- 1) The company is engaged in the business of providing quality related inspection services as given below.
  - a) *Carries out inspections, verifications, examinations, samplings, testing, measurement and related operations.*
  - b) *Issues reports and certificates relating to the above said operations.*
  - c) *Renders advice in connection with such matters.*
- 2) The company provides services in accordance with:
  - a) *The customer's specific instructions as confirmed by the company.*
  - b) *The terms of any standard order form and / or standard specification sheet, if used.*
  - c) *Any relevant trade custom, usage or practice.*
  - d) *Such methods as the company may consider appropriate on technical, operational and / or financial grounds.*
- 3) The company's trade related standard services are as follows:
  - a) *Quantitative and / or Qualitative Inspections/Surveys.*
  - b) *Inspection of Condition of goods, packing, containers and transportation.*
  - c) *Supervision of loading or discharging.*
  - d) *Supervision of Stuffing or De-Stuffing*
  - e) *Sampling.*
  - f) *Laboratory analysis and / or other testing.*
- 4) At the request of the customer QSS also undertakes witnessing of any third party interventions, whereby the company's responsibility shall be:
  - a) *To be present at the time of the third party's intervention;*
  - b) *To make observations of the activity; and*
  - c) *To forward the factual report to the customer containing conformance of the intervention and / or results thereof.*

In this respect the customer shall not hold QSS responsible for the quality of execution of work by the third party, condition or calibration of any instruments and measuring devices used by them, the analysis method followed, any other action or omission of the third party, analysis results etc.

### C) QSS SERVICE CONDITIONS:

- 1) The customer shall recognize and acknowledge that by providing its services, QSS neither takes the place of customer or any other third party nor releases them from any of their obligations.

QSS does not assume, abridge, abrogate or undertake to discharge any duty of the customer to any third party or that of any third party to the customer.



# Quality Services & Solutions (Gujarat)

## STANDARD GENERAL BUSINESS CONDITIONS

- 2) Documents received by the company reflecting engagements, contracted between the customer and 'third parties', such as copies of contract of sale, letter of credit, bill of lading etc. shall be considered for information purpose only, without extending or restricting the company's mission and obligations.

At the same time the relevant information from these documents can be used / incorporated in QSS report / certificate, if so desired by the customer and relevant to the said transaction.

- 3) Company shall issue reports and certificates of inspection which reflect the facts recorded by it at the time of intervention only and statements of opinions made with due care within the limit and scope of work, as per instructions received from the customer.
- 4) Under exceptional circumstances the company may delegate the performance of all or part of the services to an agent or representative, and in such a case the customer shall authorise the company to disclose all information necessary for such performance to the agent or representative.

### **D) RESPONSIBILITIES OF THE CUSTOMER:**

The customer agrees that he will:

- 1) Ensure that order instructions and all relevant information shall be given to QSS well in time, before the work starts, to enable the required services to be performed effectively.
- 2) Ensure all necessary access for QSS personnel to documented inspection history, the premises, goods / material, installations and arrange for transport wherever necessary.
- 3) Ensure that the items/Documents is ready before start the inspection / Audit.
- 4) Supply, if required and essential for the inspection / measurement or performance of the required service.
- 5) Ensure proactively that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services.
- 6) Take all necessary steps to eliminate or remedy any observations to or interruptions in the performance of the required services.
- 7) Inform QSS in advance of any hazards or dangers or any adverse weather condition associated with the job work or material to be handled and tested.
- 8) Fully exercise all his rights and discharge all his 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 customer.

### **E) FEE PAYMENT:**

- 1) QSS shall charge the fees as per mutual agreement with the customer. However, when the fees are not established between the customer and QSS, at the time the order is placed, the company shall charge standard rates prevailing at the locations at the time of service is performed, including all applicable taxes.
- 2) The customer shall pay the fees promptly within 7 days after the relevant invoice date or in such other manner as may have been agreed covering all proper services rendered by QSS.
  - *If the payment of the relevant invoice is not made within 30 days of invoicing date, a compound interest @18% will be levied and collected (applicable from the 31st day onwards).*
  - *The Customer will not have the right to retain, defer or set-off the payment due to QSS by invoking a dispute, a counterclaim or compensation against the Company.*
  - *The Customer will also have to pay QSS, all the expenses incurred in recovering arrears due to Principal's late payment, including lawyer's fees and other legal expenses.*
  - *QSS reserves the right to suspend its services if the payment is not done in stipulated time and / or interest is not paid on the payments done after 30 days of invoicing date.*
  - *QSS reserves the right to modify the terms of payment provided for in clause 'E', if it considers the financial standing of the customer altered.*
  - *If payments are not received for more than 45 days, QSS reserves the right to escalate status of pending/un-received payments to MSME for appropriate action.*



## Quality Services & Solutions (Gujarat)

### STANDARD GENERAL BUSINESS CONDITIONS

- 3) In case of any unforeseen problems arising during the performance of service and for solution for which QSS have to incur additional expenses, it shall inform the customer accordingly and shall be entitled to charge the extra amount, arising as above, while completing the service.
- 4) In the event the company is prevented, by reason or cause whatsoever, beyond its control, from performing or completing any service, for which an order has been received or an agreement made, the customer shall pay:
  - a) *the amount of all abortive expenditure actually made or incurred,*
  - b) *a proportion of the agreed fee prorata equal to the service actually carried out.*

The company shall be relieved of all responsibility whatsoever for the partial or total non- performance of the required service.

#### F) LIABILITY AND INDEMNIFICATION:

- 1) Since QSS is an inspection company and not an insurer or guarantor, it shall not be responsible for any liability on such counts. Therefore customers seeking guarantees against loss or damage should undertake appropriate insurance cover.
- 2) The company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only for gross negligence, which shall also be proven on the basis of facts, by the claimant.
- 3) Report of findings are issued on the basis of information, documents and / or samples provided by the customer, solely for the benefit of the customer. QSS or any of its functionaries shall not be responsible for the results / reports if the information supplied by the customer is erroneous, misleading or false.
- 4) The company shall not be liable for delayed, partial or total non-performance of the services, if such an eventuality takes place due to the reason or cause beyond the company's control, including failure of the customer to comply with any of its responsibilities, as mentioned above.
- 5) The liability of the company to the customer in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 5 times of the amount of the fee payable in respect of the specific service rendered only.

However, where the fee payable relates to a number of services and the claim arises in respect of one of those services the fee shall be apportioned, with respect to the estimated time spent in performance of such a service.

- 6) The company shall be discharged from any of the liabilities, for all claims or loss, damage or expense unless the customer brings the claim within 3 months from:
  - a) the date of performance by the company of service which gives rise to claim,
  - b) the date on which the service should have been completed, in the event of any alleged non-performance.

#### 7) Indemnification:

The customer shall guarantee, hold harmless and indemnify the company and its people, agents or representatives against the claims made by any third party for loss, damage or expense related to the performance, purported performance or non- performance, of any service.