**GENERAL TERMS AND CONDITIONS FOR SERVICES**

1. **General**
   1. Unless otherwise specifically agreed to in writing, Global Independent QC & Inspection Pty Ltd, hereinafter referred to as the “Company” undertakes services in accordance with these General Terms and Conditions. All quotations or offers are made within the context of, and subject to these General Terms and Conditions. In spite of this, these General Terms and Conditions of any such agreement must comply with the laws of Australia.
   2. The Company conducts services on behalf of entities or individuals, hereinafter referred to as the “Client” and if required under the terms of the contract will provide the Client with a Report of Findings or a Certificate.
   3. The Company may perform services for the Client issuing instructions and/or providing orders. Unless received writing from the Client, the Company may not provide services instructed by other Party.
2. **Provision of Services**
   1. The Company will provide services with reasonable care and skill in accordance with instructions from the Client, standards, trade practices, or other appropriate methods.
   2. The Company may delegate the performance of all or part of the services to an agent or subcontractor. The Client authorises the Company to disclose all information necessary for such performance to the agent or subcontractor.
   3. On completion of service, the Company may prepare and submit to the Client a report or certificate. Any recommendation given in a report or certificate solely describes the Company’s findings and reflects the facts identified at the time of the intervention. The Company has no obligation to provide opinions or details of circumstances which go beyond the limits of the mandate received.
   4. Reports and certificates issued about tests or analysis of samples contain the Company’s findings in relation to those samples only. They do not provide any opinion in relation to an overall parcel, or shipment of goods unless, as part of the assignment, the Company itself has sampled the goods in their entirety.
   5. That in relation to Third Party Testing – If the analysis that Client requests be carried out by its own or a third-party laboratory, the Company will report the results but will not be responsible for the accuracy of the analysis. Similarly, where the instructions are that the Company is only required to witness analysis by the Client or a third party’s laboratory, the Company shall confirm that the correct sample has been analysed but will not be responsible for any aspects of the testing procedure or the accuracy of the results produced.
   6. All samples will be archived at the Company for three months or the period required by standards or law. The decision on the disposition of expired samples is at the sole discretion of the Company unless instructed otherwise by the Client. Fees for carrying out such instructions will be invoiced to the Client.
   7. Client acknowledges that the Company neither takes the place of Client nor releases them from any of their obligations, including any duty of Client to any third party or that of any third party to Client.
3. **Obligations of Client**
   1. The Client shall ensure that all product samples, information and documentation are made available to the Company when required to facilitate the services provided by the Company.
   2. The Client shall provide access to suitable and authorised space for conducting services and ensure the safety of the environment, equipment and personnel.
   3. To provide or give access to any specialised equipment or personnel necessary for the execution of the services required.
   4. The Client shall inform the Company known or potential hazards likely to be encountered during the performance of services.
4. **Fees and Payment**
   1. The Company may increase its fees if the Client’s instructions change or are found to be not by the initial details supplied to the Company before it providing the relevant fee quotation. The Client will be informed of any increase in fees.
   2. Unless otherwise stated all fees quoted are exclusive of travelling and subsistence costs.
   3. Any use by the Client of any report or certificate or the information contained therein is conditional upon the timely payment of all fees. The Company reserves the right to cease or suspend all work and/or suspend or withdraw any certificate for a Client who fails duly to pay an invoice.
   4. On the twenty-eighth of each month is the settlement day for the Company. The Company shall send the invoice to the Client in the form of an electronic bill. The Client shall pay the fee within seven working days after the date of issuance of the bill.
   5. 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 may allege against the Company.
   6. The Company may elect to bring an action for the collection of unpaid fees in any court having competent jurisdiction. Client shall pay all the Company’s collection costs including reasonable attorney’s fees and related costs.
5. **Liability**
   1. Additional costs incurred that are not resulting from our actions and outside our control maybe passed on at our discretion. Typical situations are listed below but not limited to:
      1. Additional scope of services requested;
      2. Additional analysis requested;
      3. Loading delay resulting in additional costs in waiting or leaving and returning.
   2. The Company is not liable to the Client for loss, damage, delay or expense of any nature either directly or indirectly unless it is proven to be due to the negligence of the Company,
   3. For all the other cases, the Company’s liability for any claim for loss, damage or expenses of whatever kind or origin is limited to the lesser of the following amounts
      1. The equivalent of ten (10) times the fees paid or the commission due for the specific service requested under the terms of the contract at the origin of the aforesaid claim, or
      2. USD 25,000 (twenty-five thousand US Dollars), or
      3. Any lower amount specified in the contract, or agreement concluded between the Company and the Client.
6. **Duration and Termination** 
   1. Unless otherwise agreed, these General Terms and Conditions shall continue for the term outlined in writing.
   2. The Company is entitled, at any time prior to the issue of a certificate, to terminate the contractual relationship or provision of the services if the Client is in material breach of its obligations and, following receipt of notice of such breach, the Client fails to remedy to the satisfaction of the Company such breach within 30 days.
7. **Confidentiality**
   1. As used herein, “Confidential Information” shall mean any oral or written proprietary information that a party may acquire from the other party under the Contract or information as to the business of the other party provided, however, that Confidential Information shall not include any information:
      1. Which is or hereafter becomes generally known to the public;
      2. Which was available to the receiving party on a non-confidential basis before the time of its disclosure by the disclosing party;
      3. Which is disclosed to a The Client an independent third party with a right to make such disclosure.
   2. Unless required by law or by a judicial, governmental or other regulatory body, neither party nor their agents or subcontractors shall use the Confidential Information other than for the purpose of the Contract nor disclose the other’s Confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.
8. **Objection and Arbitration**
   1. Any claims against the Company by the Client shall be deemed to be waived and absolutely time-barred upon the expiry of one year from the submission date of the Report to the Client.
   2. In case The Client has an objection to the invoice issued by the Company, the Client shall submit these objections to the Company in writing within seven working days after receipt of the invoice.
   3. If a party has objections to some terms and conditions of the Agreement, any party shall promptly submit such objections to the other party in writing.
   4. If there is any objection in the course of business operation, the objection to the reasons shall be made to the dissenting party within one month.
   5. The parties shall immediately engage in friendly consultations on the objection to resolve such objection.
   6. Amendments or extensions to the contractual relationship shall be binding only on both parties if it is signed in writing and signed by a duly authorised officer or representative of both parties.
   7. If the negotiation cannot be resolved, the arbitration shall be conducted by the arbitration institute agreed by both parties, and the arbitration result shall be the final result.
9. **Force Majeure**
   1. If The Company is prevented from performing or completing any service for which the Contract has been made by reason of any cause whatsoever outside the Company’s control, including, but not limited to, acts of God, war, terrorist activity or industrial action; failure to obtain permits licenses or registrations; illness, death or resignation of personnel or failure by Client to comply with any of its obligations, the Client will pay to the Company:
      1. The amount of all abortive expenditures made or incurred;
      2. a proportion of the agreed fees equal to the proportion (if any) of the service carried out;
      3. and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required Services.
10. **Miscellaneous**
    1. If anyone or more provisions of these General Terms and Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
    2. Except as expressly provided for herein, the Client may not assign or transfer any of its rights hereunder without the Company’s prior written consent.
    3. The Parties acknowledge that the Company provides the services to the Client as an independent contractor and that these General Terms and Conditions do not create any partnership, agency, employment or fiduciary relationship between the Company and the Client.
    4. Any failure by the Company to require the Client to perform any of its obligations under these General Terms and Conditions shall not constitute a waiver of its right to require performance of that or any other obligation.
    5. The contractual relationship is subject to the law of Australia without giving effect to the conflict of laws’ provisions.