

General Terms and Conditions

1. Definitions

CIS Control Union Australia Pty Limited, hereinafter referred to as the “Company” carries out services in accordance with these General Terms and Conditions. All quotations or offers are made within the context of, and are governed by these terms unless otherwise specifically agreed to in writing. Notwithstanding this, the terms and conditions of any such agreement must fall within the laws of Australia.

The Company performs services on behalf of entities or individuals, hereinafter referred to as the “Principal” and if required under the terms of the contract will provide the Principal with a Report of Findings or a Certificate. The Company does not accept instructions from any party other than the Principal, particularly in relation to the scope of inspection or reporting, unless authorised by the latter.

2. Services

The Company carries out services which include, but are not limited to the following:

- 2.1 Loading or discharge superintendence
- 2.2 Quantitative inspection
- 2.3 Quality inspection
- 2.4 Cleanliness inspection of tanks, containers or ship’s holds
- 2.5 Draft Survey
- 2.6 Stock taking
- 2.7 Damage surveys
- 2.8 Laboratory analytical services
- 2.9 Reporting and / or Certification

3. Execution of Services

The Company undertakes to carry out its services with all due care within the constraints of relevant trade practices and prevailing technical and operational considerations. The services will be performed in accordance with the specific scope of work received from the Principal.

The Company has the right, at its discretion to delegate all or part of the work involved in performing the services to an agent or sub-contractor of its choice.

The Principal is expected to set out in writing the services which it requires the Company to provide. The Company will confirm in writing that it accepts those instructions. If, for whatever reason the Company is unable to provide the requested services either wholly or in part, the Company will advise in writing what services it can perform in connection with the Principal's instructions. Once the Company and the Principal have agreed what services are to be performed, any subsequent changes or additions must be agreed by both parties in writing.

4. Obligations and Responsibilities

The Principal undertakes:

4.1 To provide full and clear instructions to the Company in sufficient time so as to enable the services to be performed effectively. The Company shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions. It will however, do its utmost to clarify any uncertainties with the Principal before the intervention takes place.

4.2 To provide the necessary access to buildings, warehouses, tanks, containers or any other facility necessary to enable the Company to carry out the services requested.

4.3 To provide or give access to any specialised equipment or personnel necessary for the execution of the services required.

4.4 To ensure that no obstructions are present which may adversely affect the Company's ability to perform its work in an efficient manner.

4.5 To ensure that all necessary measures are taken to render the work site and conditions safe and secure for Company personnel in the execution of their tasks.

4.6 To inform the Company in advance of any known hazards or dangers, actual or potential, associated with the inspection site, materials, samples to be drawn or testing thereof.

The Company undertakes:

4.7 To exercise all due care and skill in the performance of the services.

4.8 That, on completion of the assignment, it will (unless otherwise instructed), submit a written Report and / or Certificate(s) to the Principal, describing the Company's findings and reflecting 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.

Reports and certificates issued pertaining to 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.

Any reports or certificates provided by the Company reflect our findings at the time of the intervention and at the last available point of sampling in accordance with instructions received from our principal. Our findings are an assessment of results based on technical standards and trade practices, and take into account circumstances which are relevant in our professional opinion. Our findings do not address changes that occur over time to quality nor varying practices or conditions relating to sampling and laboratory test methods.

4.9 Not to disclose any information provided in confidence by the Principal to any third party and will not permit access to such information by any third party unless the Principal expressly grants permission, save where directed to do so by an order of a competent court of law.

4.10 That in relation to Third Party Testing – If the Principal requests that analysis 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 Principal 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.

5. Payment Terms

If payment is not received after 30 days of due date the company may take legal action to recover the outstanding amounts. In the event that this becomes necessary, all costs including debt collection commissions, solicitor fees and any out of pocket expenses will be the liability of the Principal. Credit will be suspended.

6. Liability

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:

- Additional scope of services requested
- Additional analysis requested
- Loading delay resulting in additional costs in waiting or leaving and returning

The Company is not liable to the Principal 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,

(b) 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 of the following amounts

- 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
- USD 25,000 (twenty-five thousand US Dollars), or\
- Any lower amount specified in the contract, or agreement concluded between the Company and the Principal.

7. Indemnity

Except under the conditions of Section 6, the Principal undertakes to ensure that the company and it's employees, agents and sub-contractors are indemnified against all actions, proceedings, claims , demands or liabilities in the course of carrying out the services provided under these conditions.

8. Force Majeure

Neither the Company nor the Principal shall, except as otherwise provided in these Conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

9. Insurance

The Company shall effect and maintain, at no cost to the Principal, Professional Liability Insurance providing full coverage for such loss and damage for which the Company may be held liable to the Client.

10. Company's Right to Sub-contract

The Company shall have the right to sub-contract any of the services provided under the conditions, subject to the Principal's right to object on reasonable grounds. In the event of such a sub-contract the Company shall remain fully liable for the due performance of its obligations under these Conditions.

11. Time Bar

Any claims against the Company by the Principal 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 Principal.

12. Jurisdiction and Law

These Conditions shall be governed by and construed in accordance with Australian law and any dispute shall be subject to the exclusive jurisdiction of the Australian Legal system.