
GENERAL TERMS & CONDITIONS FOR INSPECTION SERVICES

The following general terms and conditions becomes of part of the contract unless otherwise specifically agreed in our proposal/offer or discussed and excluded at the time of agreement or accepting the order.

1. Offers and Contract Price:

- 1.1. **Applus** Velosi reserves the right to withdraw or amend any offers that are not accepted by a written order from the Client within sixty (60) days of the date of the Offer.
- 1.2. All Offer(s), unless otherwise stated, shall be based on statutory obligations and conditions ruling at the date of Offer. For the avoidance of doubt, the Contract Price shall be exclusive of VAT/GST and/or other taxes levies by the authorities including but not limited to withholding tax, unless otherwise stipulated. The gross amount of any chargeable tax shall be paid by the Client to Applus Velosi in addition to any other payment becoming due under the Contract.
- 1.3. Should there be any cost incurred by Applus Velosi caused by any delays, cancellations, postponements or suspensions resulting from the Client's instructions or lack of instructions, mistakes for which Applus Velosi is not responsible, or the Client's requirements not provided for in the Offer, such extra costs shall be added to the Contract Price.
- 1.4. Unless stated to the contrary, the Offer(s) shall exclude all costs of re-inspection, abortive visits and the appraisal of drawing revisions. Such costs shall be notified to the Client as and when they occur and shall be added to the Contract Price.

2. Responsibilities of the Client

- 2.1. The Client shall require all manufacturers, vendors and sub-contractors to afford full co-operation to enable Applus Velosi to perform its Services including full access to the works site for planned and unexpected visits.
- 2.2. The Client shall supply documentation/specification/drawings etc in advance of inspection so that Applus Velosi may ensure that all employees concerned are in possession of the said documents in due time
- 2.3. The Client shall send to Applus Velosi copies of all correspondence covering any special matters in connection with the Equipment, e.g. changes in, repairs, amendments, changes in specification, etc.
- 2.4. Should the Client discover that any item of Equipment, used during the inspection and testing, is defective then it shall report this finding to Applus Velosi immediately, who will then take the appropriate action.

3. Working Hours

Applus Velosi's quotations are based on weekday working and normal daytime working hours (generally between 08:00 and 17:00) unless specified otherwise within the work agreement/contract – e.g. for offshore work, shift work etc. If Applus Velosi's employees are required for any reason to provide Services outside the agreed working hours, additional charges may be applicable.

4. Liability

- 4.1. The inspection services are provided to the best of the knowledge and circumstances at the time of inspection, neither Applus Velosi nor any of its officers, employees or agents warrants the accuracy of any information or advice supplied in the course of the Services. Except as set out herein, neither Applus Velosi nor any of its officers, employees or agents shall be liable for any loss, damage or expense whatever sustained by the Client or its officers, employees or agents.
- 4.2. Velosi undertakes to indemnify the Client and its employees, servants, agents invitees and sub-contractors against all claims, liabilities, costs, damages and expenses of whatsoever nature arising out of injury to or death of any employee, servant or agent or invitees of the Client or damage to or destruction of any property of the Client or the Client's employees, servants, agents, sub-contractors or invitees arising directly as a result the act, negligence or omission of Applus Velosi or its employees, servants, agents, invitees or sub-contractors in the course of performing the Services.
- 4.3. The Client undertakes to indemnify Applus Velosi and its employees, servants, agents and invitees against all claims, liabilities, costs, damages and expenses of whatsoever nature arising out of injury to or death of any employee, servant or agent or invitees of the Applus Velosi or damage to or destruction of any property of Applus Velosi or Applus Velosi's employees, servants, agents, sub-contractors or invitees arising directly as a result the act, negligence or omission of the Client or its employees, servants, agents, invitees in the course of Applus Velosi performing the Services.
- 4.4. In furtherance to Clause 8.3 above, where Applus Velosi undertakes the Services on site, the Client shall take all reasonable precautions to protect Applus Velosi 's employees, servants, agents invitees and subcontractors and property, and the property of third parties whilst on the site and shall indemnify Applus Velosi against all the consequences of any defect or unsuitability of tackle, plant or apparatus as well as any danger or hazard of whatever description on the site and against any claims by the said parties or any of them or any claims under any legislation for the time being in force.
- 4.5. The Parties herein agree that the liability of the Parties shall be limited to the amount of invoice or the Contract Price (as the case may be) save and except for instances where such act, omission or negligence causes death to the other Party or its employees, servants, agents invitees and subcontractors.
- 4.6. The Parties herein agree, that neither Party shall be liable for indirect or consequential loss or damage (including but without limitation loss of profit, loss of contracts or loss of user) against the other in the course of the of the Services.

5. Insurances

Applus Velosi shall at its own cost obtain and maintain in full force and effect throughout the duration of the work scope suitable insurance for the work undertaken. All insurance shall meet requirements as outlined in applicable legislation and industry standards.

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6. **Termination**

The Parties agree that either Party shall be entitled to terminate the Contract before its completion date, wherein the Party terminating the Contract shall give fourteen (14) days prior notice in writing of such termination. In any such event, Applus Velosi's charge will be calculated pro-rata in respect of the Services performed up to the date of termination together with the addition of any costs directly attributable to early termination.

7. **Force Majeure**

An event of Force Majeure shall mean any event or condition which prevents Applus Velosi in performing its obligations and which is beyond the reasonable control of the Client and which could not have reasonably been foreseen, avoided or its effects reduced by the exercise of due diligence by the Client. An event of Force Majeure includes but not limited to, any act of God; landslide, lightning, earthquake, fire or explosion, flood, storm or other physical natural disaster, war (declared or undeclared), insurrection, acts of terrorism, acts or orders of governments or governmental bodies, maritime disasters, boycotts or strikes. Applus Velosi owes no compensation to the Client for any loss, damages or consequential loss resulting from a Force Majeure event.

8. **Confidentiality**

Applus Velosi agrees and will ensure that any personnel provided shall keep confidential and not use, nor disclose to any third party, any technical information or operating data derived from the Client or sources other than the client (e.g. Complainant, regulators) in connection with the Services. Such obligation shall continue in full force and effect during the term of and after the termination of the Contract for Services, provided. Any information obtained from external parties relating to Client and their operational activities relating to the services provided by Applus Velosi shall also be treated as confidential. In alignment to local legislative/regulatory requirements, Applus Velosi may be required to disclose information obtained during the provision of services to appropriate bodies. In such instances the Client shall be duly informed in writing by Applus Velosi prior to this.

9. **Impartiality, Independence & Integrity**

In order to undertake its activities appropriately, it is obligatory that all Applus Velosi personnel act in an impartial and independent manner. As such, all decisions made relating to the equipment inspected shall be free from influence or collusion from external parties. As such, all Applus Velosi staff are required to disclose any relationships that may call into question the company's integrity. However, if the Client observes any Applus Velosi staff acting in a manner that is in contravention to the impartiality and independence requirements, they should report this to the local office without undue delay.

10. **Intellectual Property**

All specifications, reports, patterns, drawings, photographs, samples and information provided by Applus Velosi to the Client disclosed or created in connection with the performance of Applus Velosi's services and delivery of goods shall remain the exclusive property of Applus Velosi and shall not be disclosed by the Client to any third party without Applus Velosi's written consent.

11. **Resolution of Disputes and Complaints**

11.1. Velosi and the Client agree to cooperate in good faith to resolve any disputes arising in connection with the interpretation, implementation and operation of the Contract. Disputes relating to services performed under the Contract shall be notified to Applus Velosi within three (3) days of the issue arising, thereafter the period for raising such disputes shall expire. Procedure Referred: Complaint and Appeal procedure (L2-PRC-005a).

11.2. Any claim or dispute or breach of terms of the Contract shall be settled amicably between the parties by mutual consultation. If no amicable settlement is reached through discussions, at the election of Applus Velosi, the dispute may be referred to and finally settled by means of arbitration proceedings. The arbitration proceedings will be held in proximity to the office of Applus Velosi.

11.3. In the event of any legal or arbitration proceedings between the Client and a third party in connection with the services rendered by Applus Velosi, the Client shall immediately notify Applus Velosi should Applus Velosi be required to participate in the said proceedings. Further, if upon completion of Applus Velosi's obligations under the Contract, the Client requires that Applus Velosi participates in any proceedings between the Client and its contractors or subcontractors in connection with the services rendered by Applus Velosi, the Client will indemnify and reimburse Applus Velosi for all time costs and expenses Applus Velosi may incur, in addition to any payment due to Applus Velosi under the Contract, to participate in the said proceedings.

11.4. An investigation shall be done to establish confirmation and if considers the complaint well-founded, Applus Velosi shall correct the irregularities in so far as possible and within the limits of reason and fairness.

11.5. Client's obligation of payment for Services given shall continue to exist even there is existing complaints.

18.0 Business Practices and Ethics

18.1 The Client shall during the subsistence of the Contract refrain from enticing any person employed by or under Contract with Applus Velosi, whether directly or indirectly.

18.2 In connection with the execution of the Contract, the Parties agrees to comply with all applicable anticorruption laws and regulations,