

Q & Q CONTROL SERVICES, Terms and Conditions of Business

Unless otherwise agreed in writing, Q & Q Control Services provides independent inspection services only and exclusively in accordance with the following Terms and Conditions of Business. These are applicable to and govern all work carried out by or on behalf of the Q & Q Control Services Group Companies, Subsidiaries, Branches, and Affiliates – hereafter referred to as “Q & Q Control Services”.

1. Q & Q Control Services supplies or provides the following services:
 - a. inspections, examinations, sampling, measurement, tests, verifications and similar operations;
 - b. issues certificates and reports relating to the aforesaid operations;
 - c. renders consultancy, advisory and other services related with such matters.
2. Q & Q Control Services will use reasonable skill and care to provide such services in accordance with clients' specific instructions (provided such instructions have been agreed and are both reasonable and lawful). However, it is agreed that when circumstances dictate, at the sole option of Q & Q Control Services, we may alter the provision of the services and deviate from the Client's instructions.
3. Reports supplied by Q & Q Control Services are issued to clients for their exclusive use and not for the use of any other party. Furthermore, the report may only be used for the purpose for which it was commissioned. No liability whatsoever is accepted if it is used for any other purpose. Possession of a Q & Q Control Services report by any other party does not constitute any representation by Q & Q Control Services of any matter stated in said report to any party other than the Client. Q & Q Control Services shall have no liability to any third party who may obtain a copy of the report.
4. Q & Q Control Services will not be responsible for either total or partial non-execution of the client's instructions which Q & Q Control Services cannot perform due to limitations placed on its performance by any third parties or any acts of God or force majeure events (force majeure events to include, but are not limited to, severe weather, flooding, earthquakes, landslides, any other natural acts of God, fires, accident, explosions (except where caused by the negligence of the party seeking to invoke the force majeure act) wars, strikes, acts of Government requisition, control or intervention, riots, civil commotions, acts of terrorism, acts of piracy, any other similar cause beyond the reasonable control of either party.
5. The responsibility of Q & Q Control Services, its agents, subordinates and representatives is, where possible, to execute the clients' instructions. However, Q & Q Control Services shall have no liability to the client whatsoever, other than for claims arising through the negligence, recklessness or wilful misconduct of Q & Q Control Services. The burden of proof being upon the client.
6. The total liability of Q & Q Control Services for any loss, damage, suit, action or claim for negligence arising from or in connection with the services provided shall not exceed three times the amount billed to the client for the work leading to such claims .
7. All claims must be made in writing and sent to Q & Q Control Services via registered mail within 45 days of the date of Q & Q Control Services report. Failure to give such written notice within 45 days, shall exclude any claim in connection with the said work. Under no circumstances will any claim be considered unless all fees and expenses due to Q & Q Control Services have been paid in full without discount. In any event, if proceedings have not been commenced within 9 months of the date of the report, the matter will be absolutely and completely time barred.
8. In the event that any analytical requirements dictate the analysis of samples by a laboratory which is not owned or operated by Q & Q Control Services, Q & Q Control Services does not warrant nor guarantee the work of the laboratory and will not be liable for the work of the laboratory. Q & Q Control Services will communicate the result provided by the laboratory in good faith and without assuming responsibility for its accuracy. This reservation as to accuracy is equally applicable if Q & Q Control Services witnesses the analysis, in which case the only confirmation it provides is the observations made.
9. No employee, agent or subcontractor of Q & Q Control Services (other than UK Directors) has the authority to alter or waive any of the foregoing provisions or make any representation which will in any way conflict with or override any of the foregoing provisions, and no such alteration, waiver or representation shall be binding upon Q & Q Control Services unless in writing and signed by a Director of Q & Q Control Services UK Ltd.

- 10.** Fees charged to clients are based on the settlement of all monies due within THIRTY (30) days of the date of invoice. No supplier credit is intended and Q & Q Control Services reserves the right to revert charges to standard book tariffs on any invoice not paid within SIXTY (60) days of the date of invoice. Thereafter we reserve the right to charge interest on the revised balance at an interest rate of 2% above the standard variable rate of Barclays Bank per month on all outstanding accounts. Individual invoices, if queried, should under no circumstances cause delay in payment of other undisputed monies due and owing.
- 11.** Q & Q Control Services will agree, when necessary, to invoice a number of individual clients for a single inspection strictly on the understanding that such clients accept the conditions contained within this book. Where second and/or subsequent clients refuse acceptance of charges, the nominating principal shall be responsible for payment of the additional outstanding amounts. Except in countries Nigeria, Ghana, Algeria – where second party is state owned/operated or is a refinery/crude terminal of that country. In these cases the fees quoted will be the fee payable by other clients and will not be pro-rated for involvement of the state owned/operated company or refinery/crude terminal.
- 12.** These Terms and Conditions are governed by English Law. Any dispute will be referred to the exclusive jurisdiction of the English Courts to whose jurisdiction the Parties agree whatever their domicile may be.