



**LARDNER NORTH & COMPANY (P) LTD.**  
**MARINE SURVEYORS**  
ESTD. 1877

Phone: (91) (33) 23280274, 23280275, 23280429  
Fax: (91) (33) 23280420  
E-mail: [lardnernorthkolkata@lardnernorth.in](mailto:lardnernorthkolkata@lardnernorth.in)  
Web: [www.lardnernorth.in](http://www.lardnernorth.in)  
CIN: U74999WB200PTC094578

Flat No.1, Floor 5, B2  
Brindaban Gardens  
98, Christopher Road  
Kolkata 700046

## GENERAL CONDITIONS OF SERVICES

### 1. GENERAL

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of LARDNER NORTH & COMPANY (P) LTD, (HEREINAFTER REFEREED TO AS "the Company") or any of their agents and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions")
- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").
- (c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Report"). Client hereby irrevocably authorises the Company to deliver the Report to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

### 2. PROVISION OF SERVICES

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - (1) the terms of any standard order form or standard specification sheet of the Company; and/or
  - (2) any relevant trade custom, usage or practice; and/or
  - (3) methods as the Company shall consider appropriate on technical, operational and / or financial grounds.
- (b) Information stated in Report is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client and / or the Company's assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in the Company's professional opinion be taken into account.
- (c) The condition / state of items reported upon are strictly the opinion of the attending inspector(s) / surveyor(s) and that opinion reflects the condition / state found on the date of the inspection / survey, taking into consideration the inspected subject's age and that the items reported upon are described in comparison with subjects of similar age and type
- (d) The Company accepts no liability in relation to any part of the inspected subject which cannot be accessed or viewed.
- (e) The Company cannot comment in relation to any patent or latent damage or defect .
- (f) The Report prepared is specifically for the Client and is for their use only but remains the copyright of the Company. Copies in whole or in part should not be released to, or consulted by, other parties without the express permission of the Company.
- (g) Whilst all due care and diligence is exercised in the collection of data and the preparation of the Report, the Company provides an advisory service only, based on the opinion of the individual responsible for its compilation.
- (h) The Company issues such advice in good faith and without prejudice nor guarantee.
- (i) The report carries no warranty regarding ownership of the inspected subject or any warranty regarding outstanding mortgage, charge or debt there may be on the inspected subjects.
- (j) Report issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.



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- (k) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's inspection and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.
- (l) Reports or findings issued by the Company will reflect the facts as recorded by it at the time of the inspection only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
- (f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (g) Should the Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.
- (i) Samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

### 3. OBLIGATIONS OF CLIENT

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 24 hours prior to the desired inspection) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.



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#### 4. FEES AND PAYMENT

- (b) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes (such as GST) shall be payable by Client. Unless a shorter period is established in the invoice, Client will pay not later than 45 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 2% per month from the Due Date up to and including the date payment is actually received.
- (c) 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 it may allege against the Company.
- (d) Company may bring action for the collection of unpaid fees in any court having competent jurisdiction.
- (e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- (f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
- (1) the amount of all non-refundable expenses incurred by the Company; and
  - (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

#### 5. SUSPENSION OR TERMINATION OF SERVICES

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

#### 6. LIABILITY AND INDEMNIFICATION

- (a) Limitation of Liability:
- (1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
  - (2) Reports of Findings are issued on the basis of information, documents and / or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Report. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
  - (3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations.



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- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 5 (five) times the amount of the fee paid in respect of the specific service which gives rise to such claim or INR 1,00,000.00, (INR ONE LAC ONLY) whichever is the lesser.
  - (5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the client.
  - (6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:
    - the date of performance by the Company of the service which gives rise to the claim; or
    - the date when the service should have been completed in the event of any alleged non-performance.
- (b) Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

## 7. CONFIDENTIALITY

As used herein, "Confidential Information" shall include the Client Information and any information oral or written that a party may acquire from the other party pursuant to the Contract provided, however, that Confidential Information shall not include any information which (1) is or hereafter becomes generally known to the public; (2) was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party; (3) is disclosed by an independent third party with a right to make such disclosure; (4) is required to be disclosed by governmental or judicial order, in which case the party so required shall give the other party prompt written notice. Neither party shall disclose the other's confidential information to any person or entity except as expressly provided for herein.

## 8. FORCE MAJEURE

The Company shall not be liable for any failure to perform where and to the extent performance is prevented or seriously delayed by any event of Force Majeure.

## 9. MISCELLANEOUS

- (a) If any one or more provisions of these General Conditions of Services 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.
- (b) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.
- (c) No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing upon mutual consent.



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**10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

- (a) All disputes arising out or in connection with contractual relationship(s) hereunder shall be construed, governed and interpreted in accordance with the laws of India
- (b) Should the disputes be unable to be amicably resolved, the same shall be settled by arbitration as per The Indian Arbitration and Conciliation (Amendment) Act 2015, or any statutory modification thereof by a sole arbitrator appointed by the Company. In the event of any such dispute and the arbitration proceeding is initiated, the award so given by the arbitrator shall be binding on the parties hereto. The language of Arbitration shall be English and shall be held at Kolkata, India.