

July 1st, 2022

General Terms and Conditions of Business:

Unless otherwise specifically agreed in writing, Container and Shipping Inspection Services Private Limited (hereinafter called "CSIS") undertakes services in accordance with these General Terms and Conditions (hereinafter called "GTC") and accordingly all offers or tenders of service are subject to latest version of GTC available on the website www.csisglobal.com. The Master Agreement as well as any resulting agreements or other arrangements will in all respects be governed by GTC and GTC shall form an integral part of the Master Agreement.

Definitions:

All words and expressions in the GTC shall have the same meaning as prescribed in the Master Agreement between the parties.

1. CSIS, *inter alia*, specializes in Vanning Inspections in India.
2. CSIS shall provide services in accordance with:
 - a. the Master Agreement;
 - b. Information provided by the Client to CSIS in the Safety Data Sheet and Standard Order Form;
 - c. Any kind of specific instruction as provided by the client, as confirmed by CSIS in writing.
3. All enquiries and orders for the supply of services must be accompanied by information, specifications and instructions as specified in the Master Agreement, to enable CSIS to evaluate and/or perform the services required. CSIS or any of its employees/agents/contractors/sub-contractors, shall not be liable for any inaccurate information provided by the Client.
4. The business of CSIS is of conducting Vanning Inspections and issuing Vanning Inspection Certificate or Report post completion of the inspection.
5. Any special services, where the same exceed the scope of standard services as referred to in GTC Clause 4, shall only be undertaken by CSIS after entering into written arrangement between the parties.
6. Subject to the Client's instructions as accepted by CSIS, CSIS shall issue Vanning Inspection Certificate or Report which reflects statements of opinion regarding the client's compliance. CSIS acceptance of instructions in no way indemnifies the Client for ambiguities/inaccuracies which may affect the outcome of the job, in any manner.

7. No party other than the Client shall be entitled to give instructions to CSIS, particularly on the scope of inspection or delivery of certificate unless so authorized by the Client and agreed to by CSIS in writing.
8. The Client shall:
 - a. Give at least 48 hours prior written intimation, via email, to CSIS at its email ID- ops.india@csisglobal.com for arranging the Vanning Inspection.
 - b. Ensure that all the required information, documents and forms are sent to CSIS by the Client in accordance with the Master Agreement.
 - c. Provide all necessary access to the employees, agents, contractors, subcontractors and surveyors of CSIS to enable them to perform the required services effectively.
 - d. Supply, if required, any special equipment and personnel necessary for the performance of the required services.
 - e. Ensure that all necessary measures are taken at site to ensure safe and secure working conditions to the employees, agents, contractors, subcontractors and surveyors of CSIS. .
 - f. Take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services.
 - g. Inform CSIS in advance of any known hazards or dangers, actual or potential, associated with the Vanning Inspections.
9. CSIS shall be entitled, at its discretion, to delegate the performance of the whole or any part of the services contracted for with the Client, to any agents or employees or contractors or subcontractors of CSIS.
10. In the event that any unforeseen problems or expenditure arise while carrying out any of the contracted services, CSIS shall be entitled to make good the same by levying additional charges to cover additional time and cost necessarily incurred by CSIS to complete the contracted services.
11. The Client undertakes to make payment of the invoice of the CSIS within 7 days from the date of relevant invoice or within such other period as may have been agreed in writing by CSIS, failing which CSIS shall be entitled to levy interest at 15% interest per annum (compounded monthly) from the date of relevant invoice till the date of payment and/or realization.
12. In the event, Client raises any dispute with respect to a particular Invoice, such a dispute can be raised by the Client only after making full payment to CSIS towards the said Invoice under protest.

13. In the event of suspension of payment by the Client, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of the business of the Client, CSIS shall be entitled to suspend all further performance of its services forthwith and without liability
14. In the event of CSIS being prevented by reason of any cause whatsoever outside CSIS's control from performing or completing any service or part thereof for which an order has been given or an agreement made, the Client shall pay to CSIS :
 - a. The amount of all abortive expenditure actually made or incurred by CSIS.
 - b. A proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out and CSIS shall be relieved of any responsibility whatsoever for the partial or total non-performance of the required service.
15. No alteration, amendment or waiver of any clause(s) of GTC shall have any effect unless made in writing and signed by an authorized officer of CSIS.