

## TERMS & CONDITIONS-Calibration

### **1. Definitions**

'Customer/Client' means someone/company/corporation/establishment/business entity etc. who engages the services of professional (s) from M/s. Resource Inspections Canada Incorporated.

'Seller' means Resource Inspections Canada Incorporated.

'*Confidential information* of the client' means any information in the instrument except to the extent that information is:

- (a) independently developed or known by Seller (including because it is in the public domain); or
- (b) required to be disclosed or retained by law.

'*Report*' means the report containing the results of the services.

'*Report copyright*' means copyright in the report.

'Confidential and/or Proprietary Information' means (hereinafter referred to collectively as "Proprietary Information") shall, for the purpose of this agreement, mean: (i) information, knowledge or data disclosed by Seller to Customer, regardless of whether disclosed in written, tangible, oral, visual or other form and (ii) information, knowledge or data which was obtained from facility (Seller's Lab/office) visits. In the event Seller furnishes products, equipment, or other objects or material, including software, to Customer, the items so received, and any information contained therein shall be treated as Proprietary Information disclosed to Customer under this agreement. Furthermore, any and all information obtained or derived from any phase of business transactions, including results from testing, shall be treated as if they were Proprietary Information disclosed pursuant to this agreement. All Proprietary Information disclosed in any documentary or tangible form, whether in written or electronic form may be marked "Proprietary" or "Confidential" and if the Proprietary Information is not so identified, it will be considered proprietary if by its very nature or the circumstances under which it is disclosed one would reasonably consider it to be proprietary. Customer shall use Seller's Proprietary Information

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solely for the purposes of supporting the current business relationship with Seller and not for any other purpose.

Terms defined in the details have the same meaning in other parts of this contract.

### **2. Instrument**

The client:

1. must organize and pay the costs of transport of instrument to and from Seller.
2. bears all risk of loss or damage of instrument or while in transit or at Seller.
3. must provide the instrument properly packaged, in good order and free from contamination from hazardous liquids, gases and other hazardous materials.
4. must ensure that the instrument or is clearly and permanently marked with a distinguishing number or symbol to ensure identification; and
5. must ensure that each package contains the tag.
6. must give written notice of any known safety or health hazards and special procedures relevant to the handling, calibrating, working, storage, transport and disposal (if so required).

### **3. Seller Obligations**

Seller must:

1. provide the services to the client in accordance with its usual professional standards.
2. if the instrument or is provided by the delivery date, use reasonable efforts to deliver a report by the target date for dispatch of report.
3. if the instrument or is provided after the delivery date, reschedule the services, advise the client in writing of a revised target date for dispatch of report and use reasonable efforts to deliver a report by that date; and

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4. after completing the services, return the instrument to the client in accordance with the return instructions.

### **4. Customer / Client Obligations and Acknowledgements**

The Customer:

1. uses the report and report copyright at its own risk, and indemnifies Seller for all harm (including costs on a solicitor and own client basis) that Seller may suffer as a result of any claim by a third party involving the client's use of those things;
2. must if required in writing by Seller maintain and provide evidence of adequate professional indemnity, product liability and third-party liability insurance to cover its obligations and exercise of rights under this contract.
3. acknowledges that Seller:
4. may by notice in writing delay the performance of its obligations under this contract because of its limited resources, other research priorities, or delays by the client in providing the instrument; and
5. is not liable for any failure to carry out part or all of its obligations under this contract if that failure is due to any cause beyond the reasonable control of Seller.
6. may retain the instrument in the laboratory or logistic room after due services for two months only. The seller reserves the right to dispose of or scrap the item on retention, if the said instrument is not collected by the customer within allowed period.
7. will charge inspection fee BD. 20.000 per hour in case, Seller is in receipt of instrument needing repair. Mobilization charges shall stand liable on the part of Customer or otherwise mentioned in offer.
8. may carry adjustment of the instrument (if so required) with the notification to Customer. A separate offer will be furnished for such purpose.

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9. will charge 50% of the offer if the instrument is out of tolerance or rejected. Seller will issue one-page certificate indicating OUT OF TOLERANCE for such instrument.
10. will charge for consumables or replacement of parts (with the approval of Customer), if so, required for the instrument.
11. needs the batteries / fuses of instrument in serviceable condition. In case the said batteries / fuses found unserviceable, the Seller shall charge for any replacement suited to meet the purpose and any additional time incurred on.
12. has given Completion/delivery Period in proposal is estimates only and Seller is not liable for delays in completion beyond its control. A Delay in Completion does not entitle customer to cancel services / contract signed with Seller.
13. with any proposal/offer Seller is under no obligation until acceptance of the order has been confirmed by Seller in writing.
14. can retain the instrument & report in the laboratory or logistic room if due payment is pending.

### **5. Ownership and Rights to Use**

Seller:

1. assigns ownership of the report to the client; and
2. retains ownership of the report copyright but, with effect immediately after Seller has been paid the fee, grants the Customer:
  - subject to paragraph (b), a non-exclusive, royalty free license to use report copyright for the purpose of reporting measurement results for the Customer's own internal and research activities; and
  - a right to reproduce the reports, but unless Seller agrees otherwise the report may only be reproduced in full.

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### **6. Payment**

1. Seller will accept payment of the charges by wire transfer or cheque when it has performed the services, or as otherwise provided in the contract.
2. Customer allowed to pay against Seller invoice, must pay within 15 / 30 days of invoice date as per approval from Seller. Seller will award the credit terms only on receipt of Credit Application & Agreement duly signed & chambered. Seller reserves the right to remove this facility from Customers who do not do so.
3. Customer will pay in full within the specified terms of sale. Date of payment is the date funds are received by Seller. Customer agrees to pay a monthly late charge equal to 1.5% of the past due balance. If the account becomes more than 90 days delinquent and is placed in the hands of a collection agent or attorney, Customer will pay all reasonable collection costs and expenses incurred, including attorneys' fees.
4. Idle time charges shall be BD. 100.000/day per person in case of non-availability of instrument, personnel or required IDs / permit etc. or any reason beyond the control of Seller. However, Seller shall move to Customer's site on receipt of schedule stating the number of instruments to work on. Customer shall pay to Seller for the number of instruments stated in schedule regardless of availability of them actual at site.
5. Seller shall not be liable to any liquidated damages imposed by the Customer nor shall it accept to pay for any liquidated damages to any party interacts directly or indirectly with the Customer, in case of delay in execution of job works.

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### **7. Confidential Information**

Seller agrees:

1. to keep confidential the confidential information; and
2. to use the confidential information only by performing its obligations under this contract.

### **8. Limitations of Liability**

Seller:

(a) excludes all terms, conditions and warranties implied by custom, the general law or decree except any implied condition or warranty the exclusion of which contravene any decree or causes any part of this contract to be void (non-excludable condition);

(b) limits its liability to the Customer for breach of any non-excludable condition, at Seller's option, to Seller re-performing services or refunding the fee.

1. limits its liability to the Customer for any claim (whether arising in contract, in tort, or by decree) for loss or damage suffered by the Customer in any way relating to this contract to the amount of the fee (clause 4(a) overrides this clause to the extent of any inconsistency); and
2. excludes all liability to the Customer for consequential damage (including lost revenue, profit and data) suffered by the Customer in any way relating to this Customer or to Seller carrying out testing or calibration services for the Customer.

Results are not necessarily indicative of the characteristics of any other instrument from the same or other lots. Seller assumes no responsibility for any purpose which a customer chooses to use test results. Seller will not be liable under any circumstances for any amount in excess of the cost of the services performed.

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### **9. Dispute Resolution**

The parties intend to resolve disputes without starting arbitration or court proceedings. Accordingly, each party will negotiate in good faith to resolve any dispute that arises out of this contract and will involve in those negotiations a senior officer who has not been involved with the services.

### **10. End of Contract**

This contract will end:

1. when Seller performs the services and receives the payment.
2. if either party ends it which it can do immediately by giving notice to the other party if the other party breaches any provision of this contract and fails to remedy the breach within 30 days of receiving notice requiring it to do so; or
3. if Seller ends it which it can do by giving notice to the Customer if:
  - it determines that the instrument is not suitable for providing the services.
  - it finds a defect or fault in the instrument.
4. a measurement fails to comply with any specification provided by the Customer; or
  - Seller determines that such work may pose an unacceptable safety or health hazard.

### **11. After the End of the Contract**

After the end of the contract:

1. if the services have not been completed for any reason from Customer:
  - Seller shall have a right to apply the below rates in case of contract or order cancellation by customer after the date of contract / PO coming into force.

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Prior mobilization either in Lab or site, \_\_\_\_\_ 30% of total contract amount

On completion of < or = to 25% of the scope, \_\_\_\_\_ 55% of total contract amount

On completion of < or = to 50% of the scope, \_\_\_\_\_ 80% of total contract amount

On completion of < or = to 75% of the scope, \_\_\_\_\_ 100% of total contract amount

- The Customer must pay the amount of the charges by wire transfer / cheque, or as otherwise provided in the contract; and
- Seller will return any instrument in its possession to the Customer in accordance with the return instructions in the contract.

2. the following clauses survive: clause 4(a) (Client Obligations), clause 5 (Ownership and Rights to Use), clause 7 (Confidential Information), clause 8 (Limitation of Liability), clause 9 (Dispute Resolution) and clause 12 (Use of Names and Publication).

### **12. Use of Names and Publication**

The Customer must obtain written consent from Seller before it:

1. uses the names Resource Inspections Canada Incorporated, or any logo of Seller; or
2. makes a public statement about this contract.

### **13. Notices and General**

1. A party notifying or giving notice under this contract must give notice in writing, addressed to the address of the other party specified in the details, and left at or sent by prepaid post or by email / fax to that address.
2. A notice given in accordance with clause 13.1 is received on the date of delivery (if left at the recipient's address), 5 days after the date of posting (if sent by prepaid post), or when the sender's email / facsimile system generates a message confirming successful transmission of the total number of pages of the notice (if sent by email/fax), as the case may be.

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3. To avoid inconsistent provisions applying, no confirmation, shipment or delivery docket, invoice, terms and conditions of supply or other document issued by or on behalf of the Customer about the services will vary this contract.
4. If part or all of any clause of this contract is illegal or unenforceable it will be severed from this contract and will not affect the continued operation of the remaining provisions.
5. This contract:
  - is governed by the laws of the Kingdom of Bahrain.
  - records the entire agreement between the parties and supersedes all earlier agreements and representations by the parties about its subject matter; and

### **14. Test & Calibration Methods**

Seller refers to the act of evaluating and adjusting the precision and accuracy of measurement instrument. Seller fully complies with the requirement of ISO 17025 and maintains traceable national & international standards. These all are documented & validated by a team of highly professional staff.

### **15. Miscellaneous**

1. Seller's proposal/offer is based on Customer's requirement as specified in RFQ. The conditions of proposal/offer apply exclusively services of equipment specified in the proposal/offer and are not binding for additional supplies/services.
2. Seller shall charge separately if parts & repair if so, required during calibration of instrument.
3. Customer shall submit all the relevant accessories, operational manuals, manufacturer's specification and /or project requirement along with instrument or artifact to Seller.

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4. Turnaround time is 5-7 business days to complete calibration services, but it may vary with respect to type, size & workload. Priority service can be obtained on additional charges.
5. Seller free pickup & delivery service within 100 km from the origin of Mahooz-Bahrain. For other regions and beyond mentioned km, Seller shall use courier service and charge back to the Customer.
6. Seller shall start providing services on receipt of irrevocable Purchase Order or Contract from Customer.
7. Record retention period after completion of service is FIVE years. It applies to all electronic records generated in the course of operation, including both original documents and reproductions.
8. Completion/delivery Period given in proposal is estimates only and Seller is not liable for delays in completion beyond its control. A Delay in Completion does not entitle customer to cancel services/contract signed with Seller.
9. Price given in proposal /offer is as 'total package' and it will not be applicable in case total package size is decreased.
10. Should during the execution of the contract, Seller be directed by notice in writing to alter, amend, omit or remove any part of the specification, technical data or drawings, a corresponding increase in the contractual price will be determined and the modification will be executed after the receipt of a variation order.
11. Seller shall be entitled to invoke an event of Force Majeure, if the performance of the Work or its exercise of its obligations under the proposal/offer is wholly or partly, temporarily or permanently, prevented or impeded by circumstances reasonably out of Seller's control.
12. These general terms & conditions of Sale are available to the Buyer before concluding the written contract at the head office of Seller or on the following website: [ricionline.com](http://ricionline.com)

Standard Terms & Conditions of Sale may be amended from time to time in the sole discretion of the Seller.