

TERMS & CONDITIONS-INSPECTION

1- General

1. As laid down in its Articles of Association, RICI provides technical services in the form of expert opinions, tests and inspection services, Laboratory services, Specialized training courses in the field of technologies.
2. The customer shall accept RICI's General Terms and Conditions of Business and schedule of fees valid at the time of order placement. Deviating terms and conditions of business of individual customers cannot be recognized as a matter of principle, unless such terms and conditions have expressly been confirmed in writing.
3. Ancillary agreements, promises and other statements by RICI employees or officially authorized experts called in by RICI shall only be considered binding if expressly confirmed by RICI in writing. This shall also apply to any amendments to this clause.

2- Contractual Performance

1. Unless otherwise agreed, the contractual services will be rendered in accordance with the statute law applicable at the time of entry into force of the contract. RICI shall entitle to exercise its reasonable discretion in determining the method or type of investigation or assessment, provided that no conflicting written agreements have been made to that no specific course of action is required by mandatory law. RICI shall perform the contractual services and/or prepare expert reports in accordance with established state of the art unless otherwise agreed in writing in the manner customary at RICI. Unless otherwise explicitly agreed in writing, no responsibility shall be assumed for the correctness of the safety of the programs and safety regulations on which the tests and inspections have been based.
2. RICI shall be entitled to make use of sub-contractors in the implementation of the order.

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3. The scope of contractual activities to be performed by RICl shall be defined in writing on placement of order. If any modification or extension of the defined scope of order prove necessary within the context of due performance of the contract, they shall be additionally agreed upon in advance in writing. In such cases, customers shall have the right to withdraw from the contract, if they can no longer be expected to remain a party to the contract in view of the modification or extension. However, the customer shall pay the agreed compensation or, if no sum has been agreed, a suitable remuneration.
4. Any special requirements, approvals, terms & conditions withheld/not put forth by the customer at the time of enquiry and wishes to implement after confirmation or order at the time of delivery can be refused by RICl.
5. Customer should arrange all Police/Municipality and Road permits as and when required to carry out testing of equipment in restricted areas. Customer to provide all passes for our personnel and vehicle if required.

3- Deadlines, Default, Impossibility of Performance

1. The deadlines for contractual performance quoted by RICl shall be binding only if this has been explicitly agreed upon in writing.
2. Should RICl for reasons for which it is to blame, have exceeded a binding deadline for contractual performance and thus be in default of its contractual obligations, the customer shall have the right to claim compensation for any damage due to delayed performance. Compensation shall amount to 1% of the value of the contract whose performance is delayed under the terms of the contract for each completed week of delayed performance up to a total of 25% of the above value. Any further claims for damages shall be governed by the provisions set out in Section
3. Should RICl's customer, in the case of delayed performance, grant a reasonable additional period within which performance is to take place and should RICl fail to observe this new deadline or ascertain that performance is no longer possible, the customer shall have the right to withdraw from the contract.

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4- Warranty

1. Warranty by RICl only covers contractual services with which it has been explicitly commissioned. Warranty regarding the proper condition and overall functioning of the plants to which the inspected or tested parts belong shall therefore be excluded. In particular RICl shall not assume any responsibility for design, materials and construction of the examined plants unless these issues have been explicitly included in the contract. Even if the latter is the case, the warranty and legal responsibility of the manufacturer shall be neither restricted nor assumed.
2. Any warranty given by RICl shall initially be restricted to supplementary performance to be completed within a reasonable time limit. Should such supplementary performance fail, i.e. be impossible or unacceptable for the customer or be unjustifiably refused or delayed by RICl the customer shall be entitled, at its discretion, either to a reduction of the price or rescission of the contract.
3. Any claims for supplementary performance, reduction of price or rescission of the contract shall be time barred after one year following the beginning of the statutory limitation period, unless RICl has maliciously concealed the defects.

5- Liability

1. RICl shall only be liable for damages – regardless of their legal basis – if RICl has caused any damage as a result of an intentional or grossly negligent act or if RICl has negligently breached a substantial contractual obligation (material obligation). In the event that RICl is in breach of any substantial contractual obligations, RICl shall only be liable for the damage related to and typically foreseeable under the particular contract at the time of entering into the contract.

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2. In the case of claims for damages arising out of the handling and in particular the transport of radioactive substances under license issued to RICl to carry out such activities outside nuclear power stations, RICl shall only be liable up to the officially insured amount in each case of damage. Any further liability by RICl shall be governed by Section 1 hereabove.
3. RICl shall not be liable for any damages caused as a result of negligent breach of non-substantial contractual obligation.
4. "Substantial contractual obligations" are those obligations that protect the customer's legal interests deemed to be substantial to the contract, which the contract, based on its content and purpose, must specifically grant to the customer; further, such contractual obligations are substantial which are deemed to be prerequisites for proper performance of a contract and upon the observance of which the customer has generally relied and may rely.
5. Any person making claims under this contract shall without delay inform RICl in writing about any potential damage for which RICl could be liable.
6. If claims for damages against RICl are excluded or limited, this shall extend to any personal liability of any statutory organs, experts, miscellaneous employees, various agents or any other auxiliary personnel of RICl.
7. Notwithstanding the above provisions of section 1-6 of Liability, the customer shall be obliged to obtain standard insurance cover for direct or indirect damage.

6- Insurance

1. The company (RICl) will carry insurance to cover its potential liability under the contract having regard to the maximum amount referred to in Liability clause 1 above. It is the responsibility of client also obtain a Insurance Policy to cover any potential liability .

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2. The Company (RICI) may at its discretion, exclude any contract from cover under its existing policies and require a specific insurance policy to cover the contract to be provided by and at the expense of the client. This specific policy shall provide RICI with protection no less extensive than would have been in the case if this clause had not been invoked.
3. If the contract value exceeds liability limits covered, it is the responsibility of client at their cost to request RICI to increase the Liability cover

7- Terms of Payment, Price

1. Unless a fixed price or other calculation basis has been explicitly agreed upon, services shall be billed in accordance at the prices valid at the time of performance.
2. Reasonable advance payments may be requested and/or partial invoices covering services already rendered may be mad out. Partial invoices need not be designated as such. The receipt of an invoice does not mean that order has been billed completely by RICI.
3. Unless otherwise agreed the remuneration invoiced in accordance with section 2 above and/or the final invoice after acceptance of work shall be due for payment immediately upon invoicing.
4. The remuneration shall be subject to the value added tax or any other tax at the applicable statutory rate. The amount of value added tax or any other tax shall be shown separately on the invoice.
5. Any objections to invoices must be made in writing to RICI within a 14 day preclusion period after receipt of invoice, with reason stated.
6. All rates quoted are net payable to RICI. Default in payment by client/contractor exceeding the credit period will attract 1.5% interest per month.
7. In case of termination for convenience, RICI is entitled to demand a proportion of the contractual remuneration equal to the proportion (if any) of the services/work actually carried out.

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8- Security, Copyright, Data Protection

1. RICI shall have the right to copy and file any written documents submitted for perusal which are important for performance of the order.
2. In as far as expert opinions, test results, calculations and the like that are protected by copyright are prepared within the scope of contractual performance, RICI shall grant the customer simple, non-transferable right of use, if this is required by the underlying purpose of the contract. This transfer of copyright explicitly shall not include the transfer of any other rights; the customer shall, in particular, not be entitled to change (process) or use expert opinions, test results, calculations and the like outside its business. Any publication or duplication for marketing purposes shall require RICI's prior consent in writing.
3. RICI, its employees, and expert engineers called in by RICI shall not, without authorization, disclose or turn to use any business or company circumstances of which they become cognizant during their activities.
4. RICI shall store, process and use customer personal data for the proper implementation of the order and for its own purposes. To this end, RICI will also use automated data processing systems. RICI has taken technical and organizational measures to ensure the security of its data and data processing operations. The employees engaged in data processing are expected to observe all data protection regulations strictly.

9- Jurisdiction, Place of Performance, Applicable Law

1. The place of jurisdiction for the assertion of claims by both contractual partners shall be the domicile of RICI.
2. Place of performance for any obligations arising out of the contract shall be the domicile of RICI.
3. The contractual relationship and all legal relations arising from it shall be exclusively governed by, and construed in accordance with, the laws of the domicile of RICI.

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10- Scope of Application, Miscellaneous

1. RICI's proposal/offer are based on Customer's requirements as specified in their RFQ's.
2. Commencement of services will be upon receipt of irrevocable Purchase Order or Contract from Customer.
3. RICI 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 control of RICI's control.
4. These General Terms and Conditions of Business shall apply to enterprises and public corporations unless explicitly agreed upon otherwise.