

## **TERMS & CONDITIONS-Training Programs**

### **1. GENERAL:**

1. These Conditions apply to all Services agreed to be provided by Resource Inspections Canada Incorporated (“Company”) to a party which has agreed to purchase such Services (the “Client”) and all offers or tenders are subject to these Conditions.
2. Any document produced by or on behalf of the Company proposing the provision of Services (a “Proposal”) which is accepted by the Client shall, with these Conditions, constitute the entire agreement of the parties in relation thereto (the “Contract”). No variation to the Contract shall have effect unless in writing and signed by or on behalf of both parties.
3. “Services” shall mean any services agreed to be provided but, without limitation, may include advice, consultancy, training and risk assessment.
4. A Proposal may be withdrawn by the Company at any time before acceptance but, once accepted by the Client, the Company shall be obliged to provide and the Client shall be obliged to purchase Services in accordance with the Contract.
5. The provision by a third party of any certification services required by the Client shall not constitute Services nor be included within the scope of any Contract but shall be the subject of a direct contractual arrangement between the Client and the provider of such services.

### **2. FEES AND EXPENSES:**

1. The fee payable in respect of Services shall be that set out in or determined in accordance with the Proposal.
2. In the event that any Services are provided which are additional to those identified in the Proposal and for which no fee is quoted or if, for any other reason, no fee shall be identified for particular Services, a fee shall be payable in accordance with the Company’s standard rates or, where there is no such rate, a reasonable fee shall be payable.

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3. Except as otherwise provided in the Proposal, the Client shall reimburse the Company for any travel, subsistence or other incidental costs reasonably incurred in connection with the provision of Services in addition to the agreed fee.
4. In the event that any rescheduling of any of the Services is required by the Client but the Company is unable to otherwise fully redeploy those of its personnel scheduled to provide such Services for the time allocated, the Company shall be entitled to charge the Client for all such time on the same basis as if the Services had been performed as planned.
5. In the event that the provision of any Services takes more time than anticipated by the Company through some inaccurate or incomplete disclosure of information by the Client and on which the Company relied in determining its fees, the Company shall be entitled to charge an additional fee in accordance with its standard rates or, where there is no such rate, to charge a reasonable additional fee.
6. Company will accept payment of the charges by wire transfer or cheque when it has performed the services, or as otherwise provided in the contract.
7. Customer allowed to pay against Company invoice, must pay within 15 / 30 days of invoice date as per approval from Company. Company will award the credit terms only on receipt of Credit Application & Agreement duly signed & chambered. Company reserves the right to remove this facility from Customers who do not do so.
8. Customer will pay in full within the specified terms of sale. Date of payment is the date funds are received by Company. Customer agrees to pay a monthly late charge equal to 1.5% of the past due balance. If the account becomes more than 60 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.

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9. Idle time charges shall be applicable as per hours/person spent in case of non-availability of desired information/item, personnel or required IDs / permit etc. or any reason beyond the control of Company. However, Company shall move to Customer's site on receipt of schedule stating the number of subjects to work on. Customer shall pay to Company for the number of subjects stated in schedule regardless of availability of them actual at place/site.
10. Company 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.
11. Unless otherwise provided in the Proposal (i) where the Services are intended to result in a report for the Client, the Company shall be entitled to issue its invoice upon issuing such report (ii) in all other cases the Company shall be entitled to issue its invoice upon completion of the work to which such invoice relates and whether or not representing all of the work agreed to be provided by the Company.
12. All fees and other sums payable are exclusive of any taxes that may be applicable which such taxes will be added to the Company's invoice and shall be payable to the Company by the Client.
13. All payments shall be made without any deduction, set-off or counterclaim whatsoever.

### **3. SCHEDULING OF SERVICES:**

- The Company shall use all reasonable efforts to meet any agreed schedule for the provision of Services but unless agreed otherwise in writing any such schedule is indicative only and the Company shall not be in breach of its obligations in the event that for any reason such schedule is not met.

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### **4. ACCESS TO FACILITIES:**

1. The Client shall ensure that the Company is granted such access to its premises, the co-operation of the Client's personnel and such office space and other facilities as may have been agreed between the parties or otherwise as the Company may reasonably require in connection with the performance of the Services. Client shall also ensure that its personnel provide in a timely manner such information and assistance as the Company reasonably requires in connection therewith to enable the Company to comply with its obligations. The Client will use all reasonable efforts to eliminate any interruption or hindrance to the Company in the performance of the Services.
2. The Client shall ensure the safety and security of all personnel concerned in providing Services while visiting any premises required to be visited in the performance of the Services and shall indemnify the Company against all costs, claims, losses and expenses arising through any failure so to do. Such personnel will be instructed to comply with all reasonable security and health and safety requirements applicable to the relevant premises. However, in the event that any such person shall be required to undertake any activity which that person reasonably believes would create or increase any risk to his/her health or safety such person shall be entitled to take such steps as he/she reasonably believes necessary in order to remove or reduce such risk.

### **5. USE OF REPORTS:**

1. Copyright in any reports, presentations and other material provided to the Client by the Company or otherwise generated in connection with the provision of Services (whether in physical or electronic form) remains vested in the Company. Subject to payment in full of all fees and expenses due in respect of the Services, the Client shall be entitled to use for internal purposes only and copy any report produced for it in the course of the Services without further charge for distribution and use within its organization but shall not otherwise be entitled to copy, publish or use any such material in whole or in part.

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2. Any reports provided to the Client in a draft or interim form are provided only to enable the Client to assess the Company's progress and no reliance shall be placed thereon by the Client. Such reports shall be returned to the Company on request.

### **6. CONFIDENTIALITY:**

1. During the term of the Contract and for five years thereafter, the Company shall hold in confidence and shall ensure that its officers, employees and sub-contractors so hold all information regarding the product formulations and manufacturing processes of the Client and all other information of a confidential nature regarding the business and affairs of the Client which is identified as being confidential when provided (together "Confidential Information").
2. The Company shall be entitled to disclose Confidential Information to its affiliates and to those officers and employees of the Company, its affiliates and their contractors as require to know the same in connection with the provision of Services to the Client and to use the Confidential Information for that purpose.
3. The obligation of confidence in Condition 6.1 shall not apply to any information which:
  4. is or comes into the public domain from some source other than the Company or its contractors.
  5. is already known to the Company or its contractors at time of disclosure.
  6. comes into the possession of the Company or its contractors other than through any breach of confidence or
  7. is required to be disclosed by law, rule, regulation or order of any court.
8. The Client recognizes that the Company provides benchmarking services and acknowledges and agrees that no use by the Company of information for such purposes or as part of the Company's general skill and knowledge

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shall constitute a breach of the obligation of confidence set out above provided the information in question is disclosed or used in a manner which adequately protects the identity of the Client.

9. Except as may be agreed otherwise by the Company in writing, the Client shall keep confidential the manner and means by which the Company provides Services and shall not make any public reference to the provision of the Services other than as may be agreed by the Company in writing.

### **7. ASSIGNMENT AND SUB-CONTRACTING:**

1. The Company shall be entitled to sub-contract the provision of Services in whole or in part.
2. The Company shall be entitled to assign its rights under a Contract but otherwise neither party shall assign or transfer any rights or obligations in connection therewith.

### **8. TERMINATION:**

1. Unless otherwise provided in the Proposal, Contracts to be performed within a definite period of time shall not be capable of being terminated by notice but Contracts for the provision of Services on an indefinite basis may be terminated by either party giving the other not less than 60 days' notice in writing. In such event, i.e., the termination of an indefinite contract upon 60 days' written notice, the Client shall not be required to make any payment for and the Company shall not be required to provide any Services agreed to be provided beyond the date upon which such notice has effect.
2. Any Contract may be terminated by either the Company or the Client, effective immediately, if the other party becomes the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings which are not dismissed within thirty (30) days or makes an

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assignment or other arrangement for the benefit of its creditors or fails to pay its bills as they come due.

3. In the event that the Client fails to pay all invoices within the required period the Company shall be entitled to suspend all further work for so long as any invoice remains unpaid or to terminate the Contract. Such termination shall not affect the Client's obligation to make all payments due in respect thereof.
4. Either party shall be entitled to terminate a Contract in the event the other party fails to perform any of its obligations there under and such failure continues for a period of thirty (30) days following written notice specifying the default complained of, unless such party has cured the default during such thirty (30) day period.

### **9. WARRANTIES:**

1. Subject always to Section 10 below, the Company warrants that it shall provide all Services: (i) in accordance with the Contract and any relevant trade custom, usage or practice; and, (ii) with reasonable skill and care.
2. THE COMPANY DOES NOT MAKE AND IS NOT TO BE HELD LIABLE FOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR FOR ANY OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THE PRECEDING SECTION 9.1. CLIENT ASSUMES ALL RISK AND LIABILITY WITH RESPECT TO THE USE OF OR THE RESULTS OBTAINED BY THE USE OF THE SERVICES INCLUDING ANY REPORTS OR RECOMMENDATIONS RESULTING FROM THE SERVICES.

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### **10. LIABILITY:**

1. THE MAXIMUM LIABILITY OF THE COMPANY UNDER, ARISING FROM OR IN CONNECTION WITH A CONTRACT (INCLUDING, WITHOUT LIMITATION, THE SERVICES AND ANY REPORTS OR RECOMMENDATIONS REGARDLESS OF THE THEORY OR CLAIM INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, ABSOLUTE LIABILITY IN TORT, PERSONAL INJURY OR PROPERTY DAMAGE, MISREPRESENTATION OR OTHERWISE,) SHALL BE LIMITED TO A SUM EQUAL TO THE AGGREGATE FEES PAYABLE TO THE COMPANY BY THE CLIENT IN RESPECT OF SUCH CONTRACT.
2. In the event that any court of competent jurisdiction shall determine that Section 10.1 shall be unenforceable, the maximum liability of the Company under, arising from or in connection with a Contract shall be SAR 100,00.
3. IN NO CIRCUMSTANCES SHALL THE COMPANY HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, ECONOMIC, SPECIAL OR OTHER INDIRECT LOSSES, INCLUDING WITHOUT LIMITATION ANY LOSSES CALCULATED BY REFERENCE TO PROFITS, CONTRACTS, BUSINESS, INCOME, PRODUCTION OR GOODWILL.
4. The Company shall have no liability to the Client for any loss, damage or expense unless the Client shall have commenced proceedings in respect of the same before a court of competent jurisdiction within one year of the act or omission giving rise to such claim.
5. Client shall be solely responsible, and shall assume all risk and liability, for all results of the Services. The Company shall not be accountable for any adverse consequences that may occur if the Company's recommendations are not followed or if Client directs the Company to take action contrary to the Company's recommendations. Accordingly, Client waives any claim against the Company, its affiliates and contractors, and its and their respective officers, employees and agents ("Company Indemnitees"), and agrees to defend, indemnify and hold the Company Indemnitees harmless from any claim or liability for injury or loss that results from failure to implement the Company's recommendations, or from implementation of



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the Company's recommendations in a manner that is not in strict accordance with them, or Client's directions to the Company that are contrary to the Company's recommendations.

6. The Client acknowledges and agrees that the benefit of this Section 10 shall extend not only to the Company but also the Company Indemnitees. The Client shall indemnify and hold harmless the Company Indemnitees against all liability for any costs, claims, losses and expenses relating to the performance, non-performance or improper performance of any Contract to the extent that (i) it relates to or arises out of bodily injury (including death) to any person other than a Company Indemnitee and/or (ii) the aggregate of such liability would otherwise exceed the limits set out in this Section 10.

### **11. FORCE MAJEURE:**

In the event that the Company fails to perform or is delayed in performing any of its obligations by any cause outside its reasonable control, its obligations shall be suspended for so long as such circumstances continue and the Company shall have no liability as a result only of such failure or delay.

### **12. CUSTOMER / CLIENT OBLIGATIONS & ACKNOWLEDGEMENTS:**

The Customer:

1. uses the report and report copyright at its own risk, and indemnifies Company for all harm (including costs on a solicitor and own client basis) that Company 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 Company maintain and provide evidence of adequate professional indemnity, service liability and third-party liability insurance to cover its obligations and exercise of rights under this contract;

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3. acknowledges that Company:
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 necessities at its part; 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 Company.
6. may retain the information/item after due services for one month only. The company reserves the right to dispose of or scrap the info/item on retention, if the said info/item is not collected by the customer within allowed period.
7. will charge 100% of the offer if the information/item is out of tolerance or rejected. Company will issue certificate indicating OUT OF TOLERANCE for such info/item.
8. has given Completion/delivery Period in proposal is estimates only and Company is not liable for delays in completion beyond its control. A Delay in Completion does not entitle customer to cancel services / contract signed with Company.
9. with any proposal/offer Company is under no obligation until acceptance of the order has been confirmed by Company in writing.
10. can retain the report in the office or logistic room if due payment is pending.

### **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.

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2. A notice given in accordance with clause 13(a) 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.
3. To avoid inconsistent provisions applying, no confirmation, services discharged, invoice, terms and conditions of services 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. USE OF NAMES AND PUBLICATION:**

The Customer must obtain written consent from Company before it:

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

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### **15. MISCELLANEOUS:**

1. Company's proposal/offer is based on Customer's requirement as specified in RFQ. The conditions of proposal/offer apply exclusively services provided for services specified in the proposal/offer, and are not binding for additional services.
2. Company shall charge separately if additional services if so, required during execution of the approved services.
3. Customer shall submit all the relevant information/items, operational manuals, manufacturer's specification and /or project requirement to Company as may deem necessary.
4. Turnaround time may vary with respect to type, size, specifications & workload. Priority service can be obtained on additional charges.
5. N/A
6. Company 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 Company is not liable for delays in completion beyond its control. A Delay in Completion does not entitle customer to cancel services / contract signed with Company.
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, Company 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

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modification will be executed after the receipt of a variation (change) order.

11. Company 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 Company's control.

### **16. GENERAL:**

1. Normal working hours are 0730-1700 (Saturday to Thursday) but service are routinely available from 0600-2000 (Saturday-Thursday). Special arrangements can be made beyond these hours. Overtime rates are applicable for non- schedule working hours.
2. Work on a month contract will be invoiced at the end Gregorian calendar month and payment is due within 30 days of the date of invoices. Credit limit or the 30 days whichever comes first clients shall pay the due amount for the continuation of the services. All reports will be on HOLD if payment is due more than 60 days. All work will be on HOLD if payment will be due more than 90 days.
3. All relevant access to the site for Company's personnel shall remain the responsibility of the customer.
4. Provision of any equipment/tool if so, required is the responsibility of the customer.
5. Where required on site services such water, power, consumables & office are to be provided by the customers.
6. Where required the customer will provide labor and equipment to facilitate all necessary excavations on site. Site preparation is the responsibility of customer.
7. Where the customer has special safety measurement to be followed, Company shall be informed of such in writing prior to work commences.

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8. Company normally requires 48 hours notices for the services- notification received less than 48hours in advance will be honored if at all possible.
9. Reporting of results will be on Company's standard formats. Reporting to customized formats will be agreement and may incur additional charges.
10. Interpretation of results by Company will be limited to factual comparisons with the specified compliances requirements. Additional engineering interpretation will be provided when specifically requested and may incur additional charges.
11. Company reports relate only to the information/item tested. Reports shall not be reproduced except in full.
12. Correction to reports already issued will be clearly annotated as such by an authorized representative of Company.
13. 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)