



Dr. Amin Controllers Pvt. Ltd.

An Alfred H Knight Company

DACPL GENERAL CONDITIONS FOR TESTING & ANALYTICAL SERVICES

1. Dr. Amin Controllers Private Limited, or any of its affiliated companies and/or divisions (hereinafter called the "Company") undertakes inspection and testing services in accordance with the here below notified General Conditions and accordingly all services are provided subject to the same.

All contracts and agreements will in all respects be governed by these General Conditions. Exception is only to the extent that the law of the place where such arrangements or contracts are made or carried out shall preclude any of the conditions and in such case the said local law shall prevail wherever, but only to the extent that, it is at variance with these General Conditions.
2. The Company is a private limited business enterprise engaged in the field of (1) Commodity Inspections, Quality Control & Superintending (2) Laboratory Analysis & Testing, (3) Minerals & Ores Assaying & Testing, (4) Marine & Insurance Claims Surveys, (5) Collateral & Stock Management and (5) Industrial & Technical Inspections. These services conclude in the issuance of inspection reports, test certificates and claims/investigation & research reports.
3. The Company acts for the persons or bodies from whom the instructions to act have originated (hereinafter called the "Client") No other party is entitled to give instructions, particularly on the scope of inspection/testing or delivery of report or certificate, unless so authorized by the Client.

The Company will however be deemed irrevocably authorized the Client to deliver at its discretion the report or certificate to a third party where so instructed by the Client, if a promise in this sense had been given to this third party or such a promise implicitly follows from circumstances, trade custom, usage or practice.
4. The Company will provide services in accordance with :

The Client's specific instructions as confirmed by the Company.

The terms of the Company's standard order form and/or standard specification sheet.

Any relevant trade custom, usage or practice.

Such methods as the Company shall consider suitable on technical, operational and /or financial grounds.
5. Documents reflecting engagements contracted between the Client and third parties, such as copies of contracts of sales, letters of credit, bills of lading, etc. are (if received by the Company) considered to be for information only, without extending or restricting the Company's mission, obligations and scope of services.
6. Subject to the Client's instructions as accepted by the Company, the Company will issue reports and certificates of inspection/testing which reflect statements of opinions made with due care within the limitation of instructions received, but the Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.
7. The Client will :
 - ensure that instructions to the Company and sufficient information are given/provided in advance to enable the required services to be performed effectively;
 - procure all necessary access for the Company's representatives to goods, premises installations and transport in order to enable the required services to be performed effectively.
 - supply, if required any special instrument Equipment and personnel necessary for the performance of the required services;
 - ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performances of services and will not rely in this respect, on the Company's advice whether required or not;
 - take all necessary steps to eliminate or remedy any obstruction to, or interruptions in, the performance of the required services;
 - inform the 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;
 - fully exercise all its rights and discharge all its liabilities under any relevant contract of sale or any other contract with a third party whether or not a report or certificate has been issued by the Company, failing which the Company shall be under no obligation to the Client.
8. The Company reserves its rights to delegate the performance of the whole or any part of the services contracted for with the Client to any agent or subcontractor.
9. If the requirements of the Client necessitate the analysis of samples by the Client's laboratory or by any third party's laboratory the company will pass on the result of the analysis but without responsibility for its accuracy. Likewise where the Company is only able to witness an analysis by the Client's laboratory or by any third party's laboratory the company will provide confirmation that the correct sample has been analyzed but will not otherwise be responsible for the accuracy of any analysis or results.
10. The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only in cases of proven negligence. The liability of the Company to the Client in respect of any claim for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 3 times the amount of the fee or commission payable in respect of the specific service required under the particular contract which give rise to such claims, provided, however that the Company shall have no liability for any indirect special or consequential loss including loss of profits.

Where the fee or commission payable relates to a number of services and a claim arises in respect of one of those services, the fee or commission shall be apportioned for the purposes by reference to the estimated time involved in the performance of each service.
11. The Company shall be discharged from all liability for all claims for loss, damage or expense unless notified within 10 days after the date of the performance by the Company of the specific service which gives rise to the claim.
12. The Client acknowledges that the Company does not either by entering into a contract or by performing service, assume, abridge, abrogate or undertake to discharge any duty of the Client to any other person.
13. 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.
14. The Client shall guarantee hold harmless and indemnify the Company and its Directors, Employees, Servants, Officers, Agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature including reasonable legal expenses and howsoever arising relating to the performance, purported performance or non performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in paragraph 10.
15. In the event that any unforeseen problem or expenditure arises in the course of carrying out any of the services, the company shall be entitled to an additional charge to cover additional time and cost necessarily incurred to complete the services.
16. If the Company is unable to perform all or part of the service because of lack of access or availability of goods or undue postponement or delay, the Company shall be entitled to delay change and to reimbursement of any non refundable expense incurred by the Company.
17. The client will settle and pay all bills/invoices presented by the Company within 30 days after the relevant bill/invoice date or as prior agreed in writing. All charges rendered by the Company will be subject to an additional levy of 15 % interest per annum should the payment be delayed beyond this specified time or as per prior agreed schedule in writing. The Client shall not be entitled to retain or defer payment of any sums due to the Company on account of dispute, cross or set of which it may allege against the Company. The Client shall also pay all of the Company's cost of collecting any amounts owed to the Company including attorney's fees and court costs.
18. In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the Client, the Company shall be entitled to suspend or, all its option, terminate all further services forthwith and without liability.
19. In the event of the Company being prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which an order has been given or agreement made the Client will pay to the Company.

The amount of all abortive expenditure actually made or incurred;

A proportion of the agreed fee or commission equal to the proportion (if any) of the services actually carried out, and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.
20. These General Conditions shall be Governed and construed in accordance with the substantive laws of the place where the Company renders services and issues reports or certificates, exclusive of any rules with respect to conflicts of laws. All disputes arising in connection with these General Conditions shall be finally settled by resource to arbitration under the rules of conciliation and arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. Unless otherwise agreed, the arbitration shall take place in the English language at the place where the Company renders services and issues reports or certificates.