InterTek General Terms and Conditions of Services
Performed in Countries Without Local Versions

Unless otherwise specifically agreed in writing by an authorized Intertek Officer, all work, goods, services, reports and obligations (collectively the “Services”) provided by any company forming part of Intertek Caleb Brett, its officers, employees and its subsidiaries, affiliated and related companies and other business entities, agents, representatives, contractors and subcontractors (all such persons and entities being collectively referred to as "Intertek") are undertaken upon the following terms and conditions.

1. Warranty
(a) Intertek warrants exclusively to the person or entity ordering or/and paying for the Services (hereinafter referred to as “Customer”) that the Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by a provider of similar services in circumstances similar to those in which the Services are provided. In the event of a breach of this warranty, Intertek may, at its own expense, to use reasonable endeavours to correct or re-perform the Services provided prompt notice is given of such breach of warranty.
(b) Intertek makes no other express warranties. To the extent permitted under law, Intertek excludes and disclaims all implied warranties, conditions or undertakings, whether statutory, common law or otherwise, including, but not limited to, any warranty of fitness for a particular purpose, warranty of merchantability, warranty of workmanship, performance and warranty of results.
(c) Customer represents and warrants that any information, samples, and related documents it supplies to Intertek is, true, accurate representative, complete and is not misleading in any respect. Customer acknowledges that Intertek will rely on such information, samples, or other related documents provided by the Customer (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services. Customer further agrees that it will not use any reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety.

2. Authorisation of Work
Customer represents and warrants that it has the power and authority to enter into agreements and procure the Services for itself. This Agreement may be terminated by either party if the other continues in material breach of any obligation implied on it hereunder for more than thirty (30) days after written notice has been delivered by that party requesting the other to remedy such breach. Intertek may also terminate this Agreement for convenience at any time upon providing thirty (30) days written notice to Customer.

3. Limitation of Liability and Indemnification
(a) The EXCLUSIVE REMEDY FOR INTERTEK’S BREACH OF ITS OBLIGATIONS, AND THE TOTAL AGGREGATE LIABILITY OF INTERTEK FOR ANY LOSS OR DAMAGE CLAIMED, EITHER DIRECTLY OR INDIRECTLY, IN CONTRACT, TORT, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY, BREACH OF WARRANTY OF MERCHANTABILITY, BREACH OF WARRANTY OF WORKMANSHIP, PERFORMANCE AND WARRANTY OF RESULTS, (i) Customer shall defend, indemnify and hold Intertek harmless from and against all claims, suits and liabilities (including but not limited to cost of litigation and attorney’s fees) arising from or related to, directly or indirectly, (1) actions by any governmental authority or others for any actual or asserted failure of the Customer, or of any party other than the Customer who may have received or relied upon an Intertek Report, to comply with any law, ordinance, regulation, rule or order of any governmental authority; and/or (2) personal injury, loss of life or property, economic loss, and loss of or damage to intellectual property incurred by or occurring to any person or entity arising in connection with or related to the work or Services performed or obligations assumed by Intertek, its officers, employees, agents, representatives, contractors and subcontractors.
(b) If Customer shall defend, indemnify and hold Intertek harmless from and against all claims, suits and liabilities (including but not limited to cost of litigation and attorney’s fees) arising from or related to the unauthorised use or misuse of Intertek Reports.
(c) The indemnities in favour of Intertek in clauses (i), (ii) and (iii) shall apply even if the claims, suits and liabilities arise or are alleged to arise from the negligence, breach of contract or other legal fault of Intertek.

4. Agreement to Increase Liability
Customer may request Intertek’s agreement to increase the limit of Intertek’s liability in consideration for an increase in the cost of the Services, but absent any such agreement between Customer and Intertek made in writing and signed by an authorized Intertek officer, the limit of Intertek’s liability shall remain as stipulated in Clause 3(iii).

5. Time Bar
InterTek shall be discharged from any liability to the Customer for all claims for loss, damage or expense and such claims shall be extinguished unless a written claim is made within ninety (90) calendar days of the date at which the loss, damage or alleged non-performance became apparent, or ought to have become apparent to the Customer, and is brought no later than two (2) years from the provision of the Services by InterTek.

6. Subcontracting
(a) If Customer requests Intertek to perform any work under this Agreement which is not to be performed within the scope of work, or is not to be performed at the place of performance of work, in each case as agreed at the date of this Agreement in writing between Customer and Intertek ("InterTek’s Additional Work") Customer agrees and undertakes as follows:
   (i) Intertek shall not be liable in any way for any performance of, defect or negligence in performance of, or failure to perform such Additional Work;
   (ii) Intertek may, in its sole discretion, and acting as agent for Customer, instruct a suitably qualified third party to carry out such Additional Work on behalf of the Customer ("Third Party Contractor"); and
   (iii) Customer agrees to indemnify and hold Intertek harmless from any costs, losses, damages, fees, expenses, claims or liabilities which Intertek may incur or result as a cause of, arising from or in connection with any act or omission (including any negligent act or omission) done by the Third Party Contractor.

7. Purpose of Services
The Services performed by Intertek for the Customer and the measurements, laboratory data, calculations, estimates, notes and other documents provided by Intertek, together with status summaries, or any other communications describing the results of any Services, or element thereof, (hereinafter collectively referred to as “Reports”) are based upon samples drawn by, or submitted to, Intertek and limited to measurement procedures detailed by the Customer and are not necessarily designed or intended to add all matters of quality or condition of goods or cargo.

8. Reports
Reports are, and the Services conducted, under the Customer’s specific instructions, and there may be other relevant information not requested nor reported. The Customer undertakes that if it provides any Intertek Report to any other party, then the Customer shall obtain the prior written approval of Intertek to the foregoing. Further the Customer acknowledges that Intertek does not, either by entering into a contract or by performing work or Services, assume, abridge, abrogate or undertake to discharge any duty to the Customer to any other person, including without limitation any obligation of the Customer to deliver goods of a certain quality or condition under any contract of sale.

9. Warranty
Warranty

10. Preliminary Terms
Intertek’s acceptance of Customer’s request for Services is limited to these General Terms and Conditions of Service and any attached Provisions and Payment Terms. These General Terms and Conditions are the only terms upon which Intertek will undertake or carry out the Services. Intertek reserves the right to reject any proposal or submission by Customer at any time. Any provisions or terms in Customer’s purchase order, instruction, nomination or other document are objected to and rejected, and shall be of no force or effect.

11. Force Majeure
Intertek shall not be liable to the Customer or to be deemed to be in breach of contract by performing or failing to perform any of its obligations in relation to the Services if the delay or failure is due to any cause beyond Intertek’s reasonable control.

12. Severability
If any term, condition or provision in these General Terms and Conditions, or any part thereof, is deemed unenforceable, then that term, condition or provision, or part thereof, shall to the extent necessary stand void and all other terms, conditions or provisions shall have the same effect as if the voided term, condition or provision, or part thereof, had not existed.

13. Jurisdiction and Governing Law
All disputes in relation hereto and in relation to any matter covered by these General Terms and Conditions shall be subject to the exclusive jurisdiction of the High Court in London with English law to apply.

14. Additional Terms
Any provisions or Terms listed overleaf or attached hereto are to be considered part of these General Terms and Conditions.

15. Foreign Assignments

16. Affiliates
The officers, employees, subsidiaries, affiliated and related companies and other business entities, agents, representatives, contractors and subcontractors of Intertek shall enjoy the full protection and benefit of these General Terms and Conditions. Where appropriate Intertek may, and/or Customer may request, for all or part of the services to be performed by one or more InterTek Affiliates. An “Affiliate” with respect to Intertek shall mean any entity, including without limitation, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.

In the event that Customer issues any purchase order, work order or nomination pursuant to these General Terms and Conditions, such purchase order, work order or nomination: (i) shall incorporate by reference these General Terms and Conditions; (ii) shall be deemed a separate contract between the parties who sign it; and (iii) is an independent contractual obligation from any other purchase order, work order or nomination. The term “InterTek” as used in this Section 17 shall, for the purposes of any purchase order, work order or nomination issued by Customer hereunder, be deemed to include only the InterTek Affiliate issuing such purchase order, work order or nomination. In such circumstances General Terms and Conditions shall be deemed to be between each relevant Intertek Affiliate and the Customer.