



**COMPETENT INSPECTORATE
AND CONSULTANTS PVT. LTD.**
(Formerly Competent Inspectorate and Consultants LLP)
CIN:U74965TG2022PTC161136

**General Terms and Conditions of Service
Contract**

CIC/GCS/02

Issue:02, Rev: 03 Dated: 20-06-2024

**General Terms and Conditions of
Service Contract**

Any Legal Entity that submits a service request form to Company or accepts and signs a quotation issued by the Company for its performance of services is the "Client" under these General Conditions of Service.

Competent Inspectorate and Consultants Pvt Ltd (CICPL) accepting the service request form and issuing the Report documenting the results of those Services is the "Company" under these Conditions of Service. Company and Client are, together, the "Parties" and each is a "Party". A request for Services constitutes a legally binding agreement on both Parties when such a request is accepted by the Company ("Agreement") under the following general terms and conditions:

1. Services.

- (a) The completion of the Services shall be evidenced by the Company's issuing to Client a written report setting forth the results of the Services based upon the properly accepted request, applicable specifications/Codes, written information etc. Client shall provide to Company on a timely basis, all documents and information and necessary support to enable Company to properly perform the Services.
- (b) Client represents and warrants to Company that the information / documents is not submitted in violation of a third party's intellectual property rights.
- (c) Client will not use and rely upon Company's Report for any product whose properties differ from the Items / Equipment(s) upon which the Report is based; and
- (d) Client accepts sole responsibility and liability for the accuracy of documents submitted to government or other regulatory bodies, including certificates of compliance required under applicable statutory Acts / regulations.

2. Report.

- (a) The Report shall comprise the sole deliverable towards Services,
- (b) the facts as observed and recorded by Company at the time of performance of the Services within the limits of written information and instructions received from Client.
- (c) the Report indicated the findings of Company solely with respect to the items / equipment identified therein and is intended for the exclusive use of Client and its affiliates and, except as required by a regulatory body, shall not be published, used for advertising purposes, copied, or replicated for distribution or publicly disclosed without Company's prior written consent. Company is not responsible for any third party's interpretation of the Report.
- (d) Client shall not request a Report for purposes of litigation, nor shall list Company, or employees as an expert in any proceeding without Company's prior written consent.

3. Warranties.

- (a) Company undertakes utmost care and skill in the performance of its Services.
- (b) Client agrees that Company is neither a guarantor nor an insurer and does not take any obligations of Client or the third parties that it employs, including designers, manufacturers, Client shall indemnify Company with respect to any claims / liabilities in all situations.
- (c) Client understands that, if it seeks to protect itself from claims, it should obtain appropriate insurance.
- (d) Company does not warrant or guarantee Client's products.

4. Payment.

Payment in full shall be due within 30 days of date of invoice, failing which Company reserves its right to revoke any credit extended to Client. Client shall reimburse Company for (i) interest on overdue amounts from the due date until paid at an interest rate of 1.2% per month and (ii) any other costs Company incurs in collecting past due amounts, legal costs, and collection agencies' fees.

5. Intellectual Property.

The names, service marks, trademarks, and copyrights of Company (the "Marks") are the sole property of Company and shall not be used by Client. Client shall not take any action that might impair the value or goodwill associated with the Marks or reputation of Company.

6. Relationship.

- (a) Nothing herein creates a partnership, agency, or joint venture between the Parties.
- (b) For a period of five years after the commencement of this Agreement, Client shall not try to solicit for employment any of Company's employees.

7. Indemnity:

Client shall hold harmless and indemnify company, and their respective directors, employees, against all third-party claims for loss, damage, injury, death, or expense of whatever nature, including but not limited to claims arising from or relating to (i) the performance of any services by company, (ii) breach of client's obligations or warranties to end user.

8. Limitations Of Liability:

- (A) company shall not be liable for any direct, indirect, consequential, or special loss in connection with the report, the product for which services were performed, or the services provided by company
- (B) the entire financial and legal liability of company in respect of any claim for loss, indemnity, or damage of whatever nature shall not exceed an amount equal the amount of fees paid to company for the specific service rendered on a particular day which gave rise to such claim.

9. Force Majeure:

In case of any force majeure event or any event outside the control of Company occurs, Company may immediately cancel or suspend its performance under the contract without incurring any liability whatsoever to Client.



**COMPETENT INSPECTORATE
AND CONSULTANTS PVT. LTD.**
(Formerly Competent Inspectorate and Consultants LLP)
CIN:U74999TG2022PTC161136

**General Terms and Conditions of Service
Contract**

CIC/GCS/02

Issue:02, Rev: 03 Dated: 20-06-2024

10. Governing Law:

These General Service Conditions shall be governed by the laws of India and or the place of service recipient.

11. Dispute Resolution:

- a) If Client desires to initiate claim relating to the Services, it must submit the same to Company in writing with details of the Root Cause Analysis for such claim within 30 days from discovery of the claim and not more than Sixty days after the date of issuance of the Report. Client waives all claims that it does not submit within such time period.
- b) If a dispute arises under this Agreement, the Parties shall first attempt good faith negotiations, failing which, the Parties agree that they shall follow the Indian Arbitration and Conciliation Act 1996, Amendment 2015.

12. Complaints and Appeals: Any interested Party (Vendor / Customer / End User etc.) may write to drrama@ciopl.co regarding services offered by CICPL with details of the Item / Equipment Inspected, IVR / IRN reference, description of the issue related to Complaint or appeal. CICPL shall acknowledge the email, investigate and reply within a week.

- 13. Whistle Blower Policy:**
- a) CICPL requests all the customers and vendors to report any biased/ unethical behavior/ demand for favor or money by any Inspector to the email drrama@ciopl.co. Their names will be kept confidential, and MD will personally enquire into details and take corrective action.
 - b) If you notice any Conflict of Interest or Partiality by Inspector's relationship with your organization or personnel, you can indicate to coordinator, who will ensure to mitigate the risk or change the inspector.

- 14. NDA:**
- a) Confidentiality of Data, Information gathered during inspection and while rendering any other services CICPL will keep it confidential. CICPL's representatives including sub-contractors, personnel of external bodies, and individuals acting on the inspection body's behalf, shall inform the client, in advance, of the information it intends to place in the public domain.
 - b) When the CICPL is required by law or authorized by contractual commitments to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.
 - c) Information about the client obtained from sources other than the client (e.g. complainant, regulators) shall be treated as confidential.

These Conditions, the applicable Purchase order, quotation, and the Report represent the entire understanding of the Parties on the subject matter, and no modification is binding unless in writing clearly from the Authorized Signatory of CICPL.