

Doc.Number	ESI-QM-Annexure-III
Prepared by:	Quality Manager
Approved by:	Managing Director
Issued by:	Quality Manager

Terms and Conditions

1. Area of Application

All inspection orders accepted by "EuroAsia Scientific India Pvt. Ltd." or its subsidiaries or affiliates (collectively, "ES") shall be governed by these General Terms and Conditions for Inspection Services (the "Terms and Conditions"). These apply to all inspections performed, including routine, re-inspection, and surveillance inspections.

2. Acceptance of Orders

Acceptance of Orders are considered accepted by ES either when: (a) ES commences execution of the inspection assignment, or (b) ES provides written confirmation of the order. Verbal instructions must be confirmed in writing. Any deviations from these Terms and Conditions must be agreed in writing by the Chief Executive Officer of ES.

3. Scope of Inspection

Inspections are performed based on standards, guidelines, checklists, and protocols agreed upon with the client. The client shall provide all necessary information prior to inspection, including specifications, packing list, approved samples, and any special requirements.

4. Service Fees / Man-day rate

4.1. ESI shall invoice to Client on per man-day basis (here Man-day means one ESI Associate serving for one working day) and / or fixed service fees, including other charges if any.

4.2. The agreed man-day rate / service fee(s) for mentioned service(s) is as per Annexure I for inspection, Annexure II for Lab testing, Annexure III for Audit and Annexure IV for Certification.

4.3. Additional Sample inspection / Sample Sealing & Sending by Courier during Inspection, will incur additional handling charges. ESI may accept such special request only after they are subjected to workload validation. Requests meeting internal validation norms will be accepted.

4.4 Service will be performed on weekdays and in General working hours only, except as agreed in unavoidable circumstances with premium charges.

4.5 Conducting inspection on weekly off / Sunday or Listed Holidays: In case if it is any exceptional / unavoidable circumstances, we may accept & conduct service on Sundays or Holidays / weekly off, it will incur premium charges from its Standard price.

4.6. Compensation for Extra Working Hours: The Inspection should be offered in the morning by 10 am. In exceptional cases, if mutually agreed in advance or inspection is offered late, we may accommodate the extra working time request with Premium Fees as mentioned in Annexure I in addition to the agreed fees for particular service. In any case the inspection shall be offered before 2 pm, so it can be completed within extra 4 hours from normal working hours end (10 pm).

4.7 Express booking request: Any express booking request, less than 3 working days prior to required service date, will incur Express booking charges as mentioned in Annexure I agreed service fees.

4.8. Any change in Client instruction or changes found in initial details provided by Client to ESI prior to quotation may lead to increase in workload / fees. The Client will be informed in any increase in such workload / fees, in advance wherever possible. Additional fees if mutually agreed, shall be charged for service that are not include in the proposal and for work required.

5.0. Reporting Delivery

5.1. On completion of requested service, ESI will forward the computer-generated report in secured PDF format on next working day normally. Exception is applicable for special request.

5.2. Express Report delivery (if required): This involves additional efforts of some of our associates, and this will be charged additional express delivery charge as mentioned in Annexure I above the agreed service fees. Express includes same day report delivery requirements or sending it on Sunday or National holidays.

6.0 Obligation to Client

6.1. Client to book respective order through e-mail at least 3 working days in advance to schedule the requested service.

6.2 Any change in service location or service date, Client to be inform at least three working days in advance preferably by written. Failing which Client may be liable to compensate for late postponement fees equivalent to service fees as mentioned in Annexure I.

6.3. Any abortive services / No show will be charged equivalent to the service fees to the Client.

6.4 If an inspection is cancelled Less than 24 hours before the confirmed date: 100% of the inspection fee will be charged

6.5. At all times, be responsible for the complete care and control of the locations where the services are to be performed and provide a safe and secure environment.

6.6. Inform ESI in advance of all known hazards and dangers, actual and potential, related to any order, including the risk of radiation and all environmental pollution or poisons.

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6.7. To inform manufacturer to provide proper inspection table with sufficient light, manpower, safe working condition at their own cost during the execution of service.

6.8. To Inform manufacturer and arrange for calibrated equipment's to perform the inspection activity such as weighing balance, metal detection machine, perch machine for fabric inspection, color matching cabinet, pantone book, appropriate calipers etc.

6.9 The client is not entitled to request a change of test results or of any other parts of the inspection / audit report, except for any obvious mistakes.

7.0 Confidentiality

7.1 ESI is responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of Inspection activities. (e.g. technical data, product designs, manufacturing processes, specifications, test results, and inspection reports) The ESI informs the customer in advance, of the information it intends to place in the public domain, as and when applicable. Except for information that the customer makes publicly available, or when agreed between ESI and the customer (e.g., for the purpose of responding to complaints), all other information is considered proprietary information and are regarded as confidential. If the customer desires to impose legally enforceable commitments while undertaking Inspection/Audit/Testing work for them, the same is done in the form of contract / agreement / work order between ESI and its customer.

7.2 When ESI is required by law or authorized by contractual arrangements by the customers to release confidential information, the customer or individual concerned, unless prohibited by law, is notified of the information provided.

7.3 Information about the customer obtained from sources other than the customer (e.g., complainant, regulators) is treated as confidential by ESI and is not disclosed to the concerned customer. The provider (source) of this information is confidential to ESI and is never shared with the customer, unless agreed by the source.

7.4 Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on the Inspection's behalf keep confidential all information obtained or created during the performance of inspection activities, except as required by law. In order to ensure the protection of customers' confidential information and proprietary rights, ESI has the policy that any document generated in the course of carrying out any activity related to inspection is treated as confidential document.

8.0 Terms of payment and Invoicing

8.1. Invoice for the services performed will be sent on fortnightly basis and payment is due within seven (7) days of Invoice date. All invoices will be sent in form of soft copy which will be digitally signed.

8.2. For any late payments an extra charge 2% of the total due amount will be charged for every month of late payment.

8.3. When transferring the money with its bank, the Client agrees to pay for their own bank charges (Outbound and Intermediary bank fees).

8.4. Payment of the Services fees for ESI to be done via online / internet bank transfers digitally (via NEFT, RTGS etc.), Physical Cheques are not preferred to make the payment. Services fees are labelled in INR (Indian Rupees) or US Dollar.

8.5. In case invoice required to raise to other than client (example Exporter, buying agent, manufacturer, supplier etc., here after called third party), Client shall notify the ESI prior to commencing of service so that advance payment could be collected from that third party before proceeding with requested service. Further on request from Client if intended service has performed and that third party not paid the service fees within seven days from invoicing then Client is liable to pay full-service fees for particular service to ESI. The service fees applicable for that third party will be as per Annexure I

9.0 Liability and Indemnity

9.1. ESI is neither an insurer nor a guarantor and disclaims all liability in such capacity, the responsibility of manufacturing quality goods is the sole responsibility of the manufacturer. ESI liability is limited to inspecting the goods based on the specific requirements of the requester, and as made available by the manufacturer/ supplier at the time of inspection and report the findings to the requester. Client shall obtain appropriate insurance who are looking for guarantee against loss or damage of goods.

9.2. The inspection result reflects as on the day and time of the inspection and as such ESI cannot be held responsible for any alteration, modification in the goods or for any damage to the goods in transit.

9.3 ESI undertakes to exercise due care and skill in the performance of its services and accepts responsibility only where such skill and care is not exercised. The liability of the ESI in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care and /or gross negligence by the ESI shall in no circumstances exceed a total aggregate sum equal to the amount of the fee payable in respect of the specific service or part of the service, provide the same is discussed and agreed the gross negligence. ESI shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future

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business and/or loss of production and/or cancellation of contracts entered into by the Client. Where the fee payable relates to a number of services and a claim arises in one of those services the fee shall be apportioned based on service provided and shall not be held for all services. Where the fee payable relates to a long duration service and a claim arises to a part of that service, the fee shall be apportioned based on the part of the service provided and shall not be held for the entire service.

9.4. ESI is committed to execute the requested services on mutually agreed dates by Inspection provider, however in any circumstances if any service is not executed on requested dates, ESI shall not be held liable for any claims or losses. We request Inspection providers / manufacturers / suppliers to plan and offer the inspections well in advance to mitigate any such unavoidable delay.

10.0 Force Majeure

ES shall not be liable for delays or non-performance due to circumstances beyond its control, including natural disasters, strikes, government restrictions, or transportation disruptions.

8.0 Governing Law and Dispute Resolution

Unless specifically agreed otherwise, all dispute arising out of or in connection with these General Terms and Conditions or the contract shall be governed by the law of India and courts at New Delhi shall have the jurisdiction over the same. The said arbitration shall be governed by the rules of Arbitration and conciliation act or any amendment thereof by one arbitrator appointed by ESI. The arbitration shall take place in New Delhi and be conducted in the English language only. The expense of arbitration shall be borne by both parties equally.

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