

Terms and Conditions

1. General

1.1 Unless otherwise specifically and expressly agreed in writing by The Inspection Company Limited (hereinafter called "TIC"), all services provided by The Inspection Company Limited are governed by the following general conditions of service, which prevail any purchase terms and conditions.

1.2 Services carried out by TIC, on behalf of an entity or individual from whom the instructions to act have originated (hereinafter called the "Customers") will be carried out by using techniques and processes that permit an independent, impartial and objective approach. The end result of the Service will consist in a certificate or document (hereinafter called the "Report") communicating the collection of information TIC has been requested to supply and will be delivered as a fax, a written document or an online report.

1.3 No other party than the Customer shall be entitled to give instructions to TIC, particularly on the scope of inspection or delivery of Report, unless so authorized by the Customer.

2. Provision of services

2.1 TIC in the capacity of an independent third party, supplies information in the form of ascertainment or recommendations for the special purpose of contributing to the prevention of the risks to which the beneficiaries of its services are exposed, and of helping them assure the quality of their products. TIC's services (hereinafter called the "Services") consist of work performed by TIC, including but not limited to:

- audit of factories
- warehouse inspections
- container loading inspections
- during production inspections
- pre-production inspections
- pre-shipment inspections
- sample testing
- setting up and improve production lines
- apply certifications, such as CE, GOST, ROHS, GS, etc
- apply chemical test and analysis such as PAK and PAH

3. TIC's obligations and undertakings

3.1 TIC guarantees to keep all information provide by customer confidential and will not disclose any to 3rd party.

3.2. TIC expressly reserves the right to act at its own discretion in accepting or declining a request for service, and cannot be compelled to accept or be held liable for declining a request for services or for products:

- Falling out of its scope of activity or specialization ;
- Presenting geographical accessibility problems, such as services to be rendered or products to be found in restricted or highly remote areas ;
- Requiring TIC to obtain special permissions to operate such as governmental permissions.

3.3 TIC undertakes to supply the Services it has accepted to carry out in a professional and timely manner, in accordance with proper professional practice and in compliance with :

- TIC prepare special inspection instruction for each service and product ordered by the customer
- The Customer's special instructions when ordering the Service and as confirmed by TIC – the terms of reference should be duly signed by the Customers and TIC -, and in the absence of such instructions:
- Any relevant professional standard, trade custom, usage or practice ;
- Such methods as TIC shall consider appropriate on technical, operational and/or financial grounds.

3.4 TIC shall exercise due care and skill in the selection and assignment of its personnel.

4. Customer's obligations and undertakings

4.1 To provide all necessary product information for which the service has been ordered. This especially includes full artwork of product and packing, full technical and functional specification of the product, material specification, qty, etc

It also includes a detail information about AQL Level and Sample Size requested by customer.

Detail supplier and factory information and contact information.

To take all reasonable steps to assure TIC has access to the site and materials on which Service will be based;

4.2 To provide TIC with all information and samples, as well as the documents necessary to complete requested Service, in a timely manner (and in any event not later than 48 hours prior to the desired intervention), except for generally available documents such as codes and standards, either directly or through suppliers or agents of the Customers ;

4.3 To insure that adequate instructions and notice are given to TIC in due time to facilitate proper performance for the Service requested;

4.4 To advise TIC of the date on which the Services are to commence, or to be resumed, and also of essential dates affecting the item(s) for which Services are being rendered;

4.5 Generally to render all reasonable assistance to TIC in providing necessary instructions, information, documents, safety and security information in connection with the working conditions, required equipment and access (as the case may be).

4.6 Documents reflecting engagements between the Customers and third parties or third parties' documents - if received by TIC - are considered to be for information only and do not extend or restrict the scope of the services or obligations accepted by TIC.

5. Invoicing, fees and payment

5.1 Payment

Payment is expected by T/T, Paypal or other transfer to one of TIC Bank account, which is stated on the invoice.

TIC will only cover his own local bank charges which are charged by HSBC Hong Kong. Any oversea or intermediary bank charges need to be covered by clients.

5.2. Invoice:

All Inspections, Audits and Testing are billed before performance take place and need to be fully paid also in advance.

5.3. Cancellation policy and re-inspection:

Cancellation deadline: We accept a cancellation of confirmed jobs during work time and workdays (Monday – Friday) until 12 pm (China Time) the day before the service date. After this limit, the booked services will be charged in full to the client.

For Monday inspection, the deadline is Friday 12:00 PM.

If the inspection cannot be performed due to any of below but not only reasons:

Power Cut off in factory, no worker, no goods ready, no access to factory, etc, or any other reason out of the responsibility of the inspector of TIC itself.

TIC will charge full cost to the client.

As our business partner is our client, we need to charge these cost also to the client.

TIC advises its clients then to re-charge this cost to their factory due to the cancellation is caused by them.

Re-Inspection: Usually re-inspection costs need to be covered by the factory. TIC will issue Invoice to the factory before the inspection and need to receive payment before re-inspection take place.

For Laboratory Testing and Certificates orders, cancellation is not possible once the Testing has been launched by the Laboratory.

5.4 In the event that TIC is being prevented from performing or completing in full requested Services, for any reason beyond its control, such as but not limited to, wrong information given by Client or Factory (e.g. goods not ready for Inspection despite information given by Factory, wrong address,...), the Customers agrees to :

- 5.3.1 Reimburse any expenditure, and out of pocket expenses made or incurred in relation to this Service ;



- 5.3.2 Pay proportion of fees due for Services actually rendered and to release TIC from all responsibility for partial or non-performance of the Services.

5.5. In the event when the Inspection must be cancelled on the projected Inspection day, because of wrong information given by Client or Factory (e.g. goods not ready for Inspection despite information given by Factory,...), the man-day will be considered spent, and TIC will charge full fee to Client as a 'missed Inspection' fee. TIC advises its clients to then re-charge this cost to their factory when the factory is proved to be mistaken.

5.6. Customers provided inspection sample(s) : If an inspection sample is provided by the Customers and shipped to an TIC office, and then must be re-forwarded by TIC to the Customer's factory, and the shipping charge exceeds \$10 USD, then the shipping fee will be automatically added to the final invoice amount.

5.7. For Laboratory Testing orders:

5.7.1. Should the quotation given vary once the Product Samples are received and checked by TIC, it is agreed that :

- if the Test price increase is less than 25% or US\$ 100, TIC will inform the Client and launch the Test immediately for quicker processing
- if the Test price increase is more than 25% and US\$100, TIC will seek Client's confirmation before launching the Test

5.7.2. The minimum charge for any Lab Test order is US\$100 for standard delivery and US\$150 for express.

5.7 For any delay of payment, TIC keeps the right to charge USD 25,- for each payment reminder starting 10 days after overdue of payment date.

Furthermore TIC keeps the right to charge 13% annual interest for any unpaid overdue amount.

6. Liability and indemnification

6.1 Limitation of liability

6.1.1 TIC is neither an insurer nor a guarantor and disclaims such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

6.1.2 Subject to the Customer's instructions as accepted by TIC (as specified in the terms of reference), TIC will issue the Report relating to the facts as recorded by it within the limits of the instructions received and on the basis of the documents and information provided by the Customers (refer to #4 above), but TIC is under no obligation to report upon any facts or circumstances which are outside the specific scope of its assignment.

6.1.3 TIC advice is given only in relation to documents and information provided by the Customers, and TIC cannot be held liable if it has received incomplete or erroneous information.

6.1.4 In the event of false information being given to TIC by a third party, TIC accepts no liability.

6.1.5 TIC undertakes to use its best efforts and to exercise due care and skill in the performance of its Services, and accepts liability only in case of negligence proven by the Customers.

6.2 Indemnification

6.2.1 In the event of TIC being held liable in respect to any claim of loss, damage or expense of whatsoever nature and however arising, its liability to the Customers shall in no circumstances exceed five (5) times the total aggregate sum of fees paid for the specific single service for which a claim is made if no approved reference sample was provided by the Customers, and ten (10) times if an approved reference sample was provided and available for the inspector at the factory on the day of inspection, or an approved TIC office three days prior to the scheduled inspection date.

6.2.2 In addition, in case of the Service of pre-shipment inspections:

- - Where less than 100% of the production is complete, our responsibility will only extend to those items completed at the time of inspection ;
- - The Report does not evidence shipment.

6.2.3 The Customers shall guarantee and indemnify TIC and its servants, agents or subcontractors against all claims made by third parties for loss, damage or expense of whatsoever nature arising, relating to the performance or non-performance of any service, to the extent that the total sum of such claims exceed the limitation of liability mentioned in Article 6.2.1.

6.3 In the event of any claim, notice must be given to TIC within seven days following discovery of the facts, or latest three months from the completion of the TIC Service.

7. Termination of services

TIC shall be entitled to automatically either terminate and/or suspend provision of services in the event that:

7.1 The Customers commits any material breach of its obligations under these terms and conditions and/or the terms of reference and (if such breach shall be capable of remedy) fails to make good such breach within ten (10) days of receipt of notice served by the Non-Defaulting Party (TIC) requiring it so to do. Material breaches include, without limitation any willful and deliberate breach by the Customers of its obligations under clause 4 here above;

7.2 The Customers is insolvent or unable to pay its debts, in suspension of payments, or convenes a meeting of or compounds with its creditors or has a receiving order made against it or (other than for the purposes of bona fide amalgamation or reconstruction) has an order made or a resolution passed for its winding up or for the appointment of an administrator to manage its affairs, business and property or has a receiver or administrative receiver appointed over any of its assets or undertaking or if TIC takes or suffers any similar or analogous action in consequence of debt.

8. Certification

TIC will issue Inspection Certificate after successful performed inspection; This IC can be used for L/C or other payment regulations from customer side.

9. Miscellaneous

9.1 The Report will reflect findings of the Service at the time and place of Service. This Report does not discharge sellers and suppliers from their legal and/or commercial obligations towards the principle.

10. Applicable and Governing law, Jurisdiction and settlement of dispute

10.1 Unless otherwise provided, these terms and conditions shall be governed by and construed in accordance with Hong Kong Law.

10.2 All disputes or differences of any kind whatsoever between the parties in connection with or arising out of the services shall be submitted to the non exclusive jurisdiction of the courts of Hong Kong or any location of branch office.

11. Language

These terms and conditions have been drafted in English. In case of discrepancy, the English version shall be controlling for all purposes.