

## General Conditions for Inspection Services

1. Unless otherwise agreed in writing, all commercial relationships between Industrial Compliance & Safety Ltd (ICS) and any person applying for inspection services (the Client) shall be governed by these General Conditions. Local law shall override these General Conditions where the law and these General Conditions are in conflict.
2. ICS offers welding and equipment inspection services and is not responsible for any items which fall outside the agreed scope of work. ICS has the right to charge the client an extra sum to cover inspection-related work that is in addition to the original agreed scope of work.
3. The Client shall ensure that all products, equipment, documentation, personal assistance and safe access is made available to ICS when required. The Client will reimburse ICS for extra costs it incurs if ICS is unable to perform all or part of the inspection agreed upon, due to access or delay.
4. In order for ICS to comply with the Health & Safety at Work Act 2015, the Client shall provide ICS with all available information regarding known or potential hazards likely to be encountered by ICS staff and shall provide a safe working environment for ICS staff. ICS shall take all reasonable steps to ensure that its staff comply with the Health & Safety at Work Act 2015 and any other site specific Health and Safety conditions while on a Client's premises.
5. ICS is not responsible for the accuracy of any testing undertaken by 3<sup>rd</sup> party contractors or test laboratories.
6. If the circumstances require ICS to delegate some or all of the inspection service to a subcontractor, ICS will first inform the Client of such delegation and written agreement will be obtained from the Client before proceeding.
7. ICS shall provide inspection reports and certificates solely to the Client, unless otherwise authorised by the Client or required by law. Only the Client may instruct ICS on the scope of the inspection work and the delivery method for the inspection reports and certificates. The Client shall not use the inspection reports and certificates without ICS's permission for any other intent, except for which they were issued.

8. ICS will keep confidential any technical information obtained during the inspection process and undertakes not to disclose this information to third parties, unless required by law.  
This does not apply to information which is already in the public domain or can be lawfully obtained from other sources.
9. Unless advance payment has been agreed upon, all invoices are payable within 21 days of the date of each invoice. The Client shall be liable for any reasonable costs incurred by ICS in the collection of any amounts owed.  
Our reasonable costs include, without limitation, legal costs, costs of a debt collection agency, any process servers' fee and expenses associated with any private investigator engaged to locate you.
10. Payments are to be made into our bank account: 12-3150-0292188-00  
(with the invoice number as reference).
11. ICS reserves the right to suspend or stop all work and/or suspend or cancel any inspection report or certificate for a Client who fails to pay an invoice.
12. The Client shall not be entitled to defer payment of any sums owed to ICS on account of any dispute or counter claim which it may allege against ICS.
13. The Client shall inform ICS prior to; altering the design, configuration or operational feature of any certified equipment or undertaking repairs on any certified equipment, which may affect the safety of the equipment.  
Details of any proposed alteration or repairs shall be submitted to ICS for review; failing to do so may void the certificate of inspection.
14. The Client shall disclose to ICS any in-service conditions which may effect the design life of certified equipment.
15. ICS undertakes to exercise due care and skill in the performance of the inspection services it provides and accepts responsibility only in cases of proven negligence.  
The liability of ICS in respect of any claim for loss or damage shall in no circumstances exceed a total aggregate sum equal to 8 times the amount of the fee payable in respect of the inspection service required which gives rise to such claim. ICS shall have no liability for any indirect, special or consequential loss.
16. The Client will compensate ICS for any liability, damage, loss or expenses incurred by ICS resulting directly or indirectly as a result of the Client not adhering to these General Conditions, or by any unlawful or negligent act or omission by the Client.

17. ICS shall have no liability to the Client for any claim for loss or damage unless suit is brought within one year after the date of the performance by ICS of the inspection service which gives rise to the claim or in the event of any non-performance within one year of the date when such inspection service should have been completed.
  
18. Any report or certificate issued by ICS does not relieve the Client of their obligations under the Health & Safety at Work Act 2015.
  
19. Either the Client or ICS may terminate the provision of inspection services, either party shall give the other party not less than 30 days prior written notice of termination.