



TERMS & CONDITIONS

1. Unless otherwise specifically agreed in writing, A/S BALTIC CONTROL LTD., AARHUS (hereafter the Company) undertakes services in accordance with these general conditions and accordingly all offers or tenders of service are made subject to the same. Our Trading Conditions to be accepted prior to commencement of our work. All resulting contracts, agreements or other arrangements will in all respects be governed by these conditions, except only to the extent that the law of the place where such arrangements or contracts are made or carried out shall preclude any of the conditions and in such case the said local law shall prevail wherever, but only to the extent that, it is a variance with these conditions and it is accepted in writing by the Chief Executive Officer of the Company.
2. The Company is a business enterprise engaged in the trade of inspection. As such, it carries out inspections, verifications, examinations, tests, samplings, measurements and similar operators; issues reports and certificates relating to the aforesaid operations renders advisory services in connection with such matters.
3. The Company acts for the persons or bodies from whom the instructions to act have originated (hereinafter called "the Principal"). No other party is entitled to give instructions, particularly on the scope of inspection or delivery of report or certificate, unless so authorized by the Principal. The Company will however be deemed irrevocably authorized to deliver at its discretion the report or the certificate to a third party if following instructions by the Principal a promise in this sense had been given to this third party or such a promise implicitly follows from circumstances, trade, custom, usage or practice.
4. The Company will provide services in accordance with the Principal's specific instructions as confirmed by the Company; terms of the Company's Standard Order Form and/or Standard Specification Sheet if used; any relevant trade, custom, usage or practice such methods as the Company shall consider suitable on technical and/or financial ground.
5. Documents reflecting engagements contracted between the Principal and third parties, such as copies of contracts of sale, letters of credit, bills of lading, etc. are (if received by the Company) considered to be for information only, without extending or restricting the Company's mission and obligations.
6. The Company's standard services are as follows:
 - 6.1. quantitative and/or qualitative inspection;
 - 6.2. inspection of condition of goods, packing, containers and transportation;
 - 6.3. inspection of loading or discharging;
 - 6.4. sampling;
 - 6.5. Laboratory analysis or other testing.
 - 6.6. Certification
7. The services are carried out to the best of our ability however without any responsibility.
8. Special services where the same exceed the scope of standard services as referred to in paragraph 6 will only be undertaken by the Company by particular arrangement. Such special services are illustratively but not exhaustively;
 - 8.1. qualitative and/or quantitative guarantees;
 - 8.2. grouped services including concurrent and consequent operation;
 - 8.3. Supervision of full industrial project schemes, including consulting, expediting and progress reporting.
 - 8.4. Fumigation services.
 - 8.5. Damage surveys, loss investigations, claims settlements and adjustment.
 - 8.6. Forwarding, shipping, expediting services, chartering, consultancy services.
9. Subject to the Principal's instructions, the Company will issue reports and certificates of inspection which reflect statements of opinions made with due care within the limitation of instructions received but the Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.
10. The Principal agrees that he will;
 - 10.1. ensure that instructions to the Company are given in due time to enable the required services to be performed effectively;
 - 10.2. procure all necessary access for the Company's Representatives to goods, premises, installations and transport;
 - 10.3. supply, if required, any special instrument necessary for the performance of the required services;
 - 10.4. ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advise whether required or not;
 - 10.5. take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services;
 - 10.6. fully exercise all his rights and discharge all his liabilities under the contract of sale whether or not a report or certificate has been issued by the Company failing which the Company shall be under no obligation to the Principal.
11. The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only for gross negligence proven by the Principals. The liability of the Company to the Principal in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to ten times the amount of the fee or commission payable in respect of the specific service required under the particular contract which gives rise to such claims. Where the fee or commission payable relates to a number of services and a claim arises in respect of one of those services the fee or commission shall be apportioned for the purposes of this paragraph by reference to the estimated time involved in the performance of each service. The responsibility can never exceed the sum of DKK 50.000,- for anyone claim. A prerequisite for the Company at all to consider any liability it is that all fees and expenses due to the Company has been paid. All disputes are to be decided according to DANISH law and the venue agreed is Aarhus, Denmark.
12. The Principal shall guarantee, hold harmless and indemnify the Company and its servants, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance, of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in paragraph 10.
13. The Principal will punctually pay net cash on presentation of invoice or in such other manner as may have been agreed in writing all proper charges rendered by the Company failing which interest will become due. Terms of payment: Net cash on presentation of invoice. Interest in case of late payment is charged at the rate of 2% per month or part thereof. Reminder fees are charged at the rate of DKK 350,- per reminder. Collection fees are charged on basis time and costs.
14. In the event of the Company being prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which an order has been given or an agreement made, the Principal will pay to the Company; the amount of all abortive expenditure actually made or incurred a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out, and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required services.

