

General conditions

GENERAL CONDITIONS For Inspection Services granted by CSS (Cargo Survey and Software Ltd.) 1. All CSS (Independent Inspectors CSS Ltd.) documents (offers, contracts, agreements, reports, etc.) for services for clients unless explicitly specified in writing differently are governed by the present General Conditions of Inspections and Services (further for short "General Conditions"). 2. Provision of Services CSS provides services with reasonable professional skills, responsibility and care to the Client and in accordance with Client's instructions accepted by CSS. In case of lack of such instructions usually the provision is in compliance to the generally accepted methods and standards "National or International" and according to the company rules, procedures and instructions as per the Quality Management System of CSS. 3. Reports issued after inspection and sample testing reveal the attitude of CSS only for them and not for the whole lot wherefrom taken. 2.3 Reports of findings and final documents issued by CSS reveal only the observations of the concrete intervention in compliance to item 2.1. 2.4 CSS may reorder part of or all the services to a subcontractor giving him the necessary information and instructions with the approval of the Client. 2.5 CSS inspections cannot release Client from obligations to a third party or a third party from obligations to Client. 2.6 Samples are retained for a maximum period of 3 months after which CSS has no longer any responsibility for them. Additional storage charges might be invoiced if a longer period of storage is required by Client. 2.7 All expenses for sample handling "transportation, customs clearance, courier services, ETC." are for Client's account. 3. Obligations of Client 3.1 To supply sufficient information, instructions and documentation not later than 48 hours prior to the Inspection. 3.2 To ensure access for the employees of CSS engaged with the Inspection to the site of inspection and avoid obstacles and interruptions of their work. 3.3 When necessary to provide specific equipment and additional working force to help CSS employees in their work. 3.4 To ensure with all safety measures the working conditions at sites and installations during the time of inspection. 3.5 To inform in advance about risks and hazards and give specific safety labour instructions at the site of inspection. 4. Fees and Payments 4.1 Fees not established in the precontractual negotiations for the Order or Contract will be fixed according to CSS Standard Tariff for the changes of which Client should be duly informed. All State taxes applicable are to be paid by Client. 4.2 The official Invoice for the Inspections or other services issued after these completed is to be paid by Client not later than 30 days thereafter. In case of delay the official interest rates are due. 4.3 Client has no right to retain or postpone any amounts due to CSS, irrespective of disputes, claims or compensations required against CSS. 4.4 If unforeseen problems or expenses occur, CSS may require additional payment for the extra-time or expenses needed for the services ordered. 4.5 If the process of granting services is obstructed or stopped due to reasons out of the control of CSS, Client is to pay the non-refundable expenses of CSS as well as part of the contractual fee proportional to the work done. 5. Suspension or Termination of Services 5.1 CSS has the right to immediately terminate services without any responsibility in case of Client's breach of obligations as per item 3 or 4. 6. Restriction of liability 6.1 Neither by definition nor by accreditation is CSS insurer or guarantor, so it could not be held responsible in this capacity. Clients who would require compensation for losses are advised to insure themselves in the appropriate manner for the purpose. 6.2 Final documents from Inspection Services are issued on the grounds of information and instructions submitted by Client who could later use them according to Client's own will. CSS is not responsible for the actions of the Client. 6.3 The liability of CSS in respect of any claim for loss, damage or expense of any nature and howsoever arising is in no circumstances to exceed a total sum equal to 10 times the amount of the fee paid. 6.4 CSS has no liability for any indirect or consequential loss (loss of profit included). 7. Applicable Law, Jurisdiction and Solution of Disputes All disputes arising out of or in connection with the services granted are to be governed by the laws of Bulgaria and are to be submitted to the jurisdiction of the competent Courts.