

CONDITIONS FOR PROVISION OF INSPECTION SERVICES

1. RESPONSIBILITY OF QCC

QCC performs inspections to the best of its knowledge using professionally competent and qualified personnel; and in accordance with the terms and conditions of the specific contract between QCC as the 'SUPPLIER' and the client as the 'APPLICANT';

In case of a justified complaint regarding the quality and objectivity of an inspection, QCC will perform supplementary inspection at its own cost, where necessary using other inspectors.

A formal customer complaint can be lodged at any office branch of QCC. The complaint procedure is initiated by the completion of *QCC.FM.50: Customer Complaint Form* (which could be obtained free of charge upon request)

QCC renounces any other responsibility. In particular, QCC shall not be held responsible for claims of compensation for damages by the certificate holder, due to non-fulfilment of their quality expectation in the case of legal liability.

2. APPEALS

Should the company wish to appeal against the decision of QCC with respect to any of the following:-

- a) Failure to issue Certificate;
 - b) Failure on the part of inspector(s) to comply with the terms and conditions of contract agreement
 - c) The grade designation of inspected item'
- the company should do so in accordance with QCC Appeal Procedure.(which could be obtained free of charge upon request).

3. RESPONSIBILITY OF COMPANY

As a part of the Agreement, the company will have responsibility for ensuring that QCC is provided with all documents, information and facilities to enable QCC provide the services under the specific Agreement.

4. TERMS OF PAYMENT

The quotation upon which the Agreement is entered is based on the assumption that the information supplied by the company was accurate and complete. Any service supplied beyond those set out will be charged at QCC's current rates.

QCC reserves the right to increase these charges which will be reviewed on an annual basis.

5. TRAVEL AND EXPENSES COSTS

All fees are exclusive of travel and expenses, which will be charged at cost.

6. **VALUE ADDED TAX (VAT)**

All quotes shall include VAT for services rendered within the borders of the Republic of Ghana.

7. **TERMINATION**

The Agreement remains in force until terminated. Either party may terminate the Agreement:-

BY NOTICE

Six months written notice may be given by either party to the other.

BY DEFAULT

Immediately upon either party being notified by the other of any material breach of the Agreement.

If either party goes into liquidation or receiver of administrator is appointed for all or part of the undertaking thereof.

If either party ceases to trade whether in whole or in part.

8. **LIABILITY**

Except in the case of deliberate neglect on the part of QCC, its employees, servants or agents, QCC shall not be liable for any loss or damage sustained by any person due to any one act or omission or error whatsoever or howsoever caused during the performance of its inspection, certification or other services.

In the case of neglect as aforesaid the limit of any loss, damage or otherwise for which QCC shall be liable will be limited to an amount not exceeding the maximum fee (if any) charged by QCC for the particular service in respect of which the neglect arose.

The provisions of this clause shall not apply to any death or personal injury but the company shall maintain at all times adequate insurance sufficient to cover all liability that may arise as a result of any matter done pursuant to the Agreement.

9. **INDEMNITY**

The company shall fully and effectively indemnify QCC against all costs, claims, actions and demands arising from:-

- i) The services provided by QCC save to the extent only that the claims arise from the neglect of QCC, its employees or agents.
- ii) The use or misuse by the company of any certificate, licence, mark of conformity provided by QCC in accordance with the Agreement.
- iii) Any breach of the Agreement.

10. **FORCE MAJEURE**

QCC shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control, which could not be reasonably foreseen.

11. **CONFIDENTIALITY**

Except as may be required by the law of the land, QCC and the company will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into the possession of the employees, agents or other by virtue of the Agreement.

12. **LAW**

The Agreement shall be governed by the Laws of the Republic of Ghana and the parties shall submit to the jurisdiction of the High court and all notices and proceedings served will be deemed to be duly served if sent by pre-paid registered mail to the address of the party as appearing in the Agreement or as may be subsequently notified by the other.